

IN THE SUPREME COURT OF THE STATE OF
WASHINGTON

In re

Henry A. Warren,

Lawyer (Bar No. 30360).

Supreme Court No. 202,054-2

ODC'S PETITION FOR
INTERIM SUSPENSION
(ELC 7.2(a)(1))

Under Rule 7.2(a)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association petitions this Court for an Order of Interim Suspension of Respondent lawyer Henry A. Warren pending the outcome of disciplinary proceedings.

I. BASIS FOR PETITION

At any time when it appears that the continued practice of law by a respondent lawyer during the pendency of

disciplinary proceedings will result in a substantial threat of serious harm to the public, ODC, on a recommendation of a Review Committee, may petition this Court for an order suspending the lawyer during the pendency of the proceedings. ELC 7.2(a)(1).

On February 23, 2022, a Review Committee of the Disciplinary Board found that Respondent's continued practice of law poses a substantial threat of serious harm to the public, and unanimously entered an order recommending that Respondent be suspended from the practice of law on an interim basis. A copy of the order is attached as Exhibit A. This Petition also is based on the Declaration of Disciplinary Counsel (DC Decl.) and Declaration of Celeste Fujii, filed herewith.

Respondent's continued practice of law poses a substantial threat of serious harm to the public because Respondent stole over \$60,000 of client funds over a 12-month period and lied to ODC about it. The Court should enter an

order suspending Respondent's license to practice law pending the outcome of the disciplinary proceedings.

II. SUMMARY

Respondent represented Michael Schluetz in a dissolution matter. In April 2021, Schluetz submitted a grievance against Respondent expressing concerns that Respondent was using Schluetz's client funds for Respondent's own personal use without Schluetz's permission. DC Decl. ¶ 4. ODC's investigation of the grievance revealed that Respondent stole over \$60,000 of Schluetz's client funds for Respondent's own use. Exhibit Y to DC Decl. Although Respondent claims Respondent is holding Schluetz's funds in cash, Respondent has provided no evidence of the existence of such cash despite multiple assurances to ODC that Respondent would do so. DC Decl. ¶¶ 17-20. Moreover, Respondent lied to ODC regarding the location of the alleged cash. See Exhibit B to DC Decl.

III. BACKGROUND

Respondent was admitted to practice law in Washington on October 31, 2000, and is on active status with the Washington State Bar Association. DC Decl. ¶ 3.

On or about January 3, 2019, Respondent agreed to represent Schluetz in a dissolution matter. DC Decl. ¶ 5. Respondent and Schluetz agreed that Respondent's fees and costs would be paid out of Schluetz's share of the proceeds from the pending sale of the marital residence. Id. In April 2019, Schluetz began serving an 89-month prison sentence for an unrelated criminal matter. DC Decl. ¶ 6. Schluetz remains incarcerated. Id.

The proceeds from the sale of the marital residence were deposited into the trust account of David B. Gates, counsel for Schluetz's spouse. DC Decl. ¶ 7. In October 2019, Gates's firm issued a check for \$67,666.34 made out to Schluetz, representing Schluetz's share of the home sale proceeds. DC Decl. ¶ 8; Exhibits D-E to DC Decl. Gates's firm provided the

check to Respondent to disburse to Schluetz. DC Decl. ¶ 8. Instead of depositing the client funds into a trust account, Respondent attempted to open a bank account in Schluetz's name to deposit the funds. DC Decl. ¶ 9. Unable to do so, Respondent then requested Gates's firm to reissue the check in Respondent's own name. DC Decl. ¶ 9. Gates's firm voided the \$67,666.34 check made out to Schluetz and re-issued the check made out to Respondent as Schluetz's lawyer. DC Decl. ¶ 10; Exhibits D, F, and G to DC Decl.

In February 2020, Respondent deposited the re-issued check into Respondent's personal checking account.¹ DC Decl. ¶ 11; Exhibit H to DC Decl. Over the next year, Respondent withdrew over \$60,000 of Schluetz's funds for Respondent's own use and without Schluetz's authorization, mostly cash withdrawals at multiple casinos. DC Decl. ¶ 12; Exhibits I-J to DC Decl. After using all of Schluetz's funds in the account,

¹ Respondent took \$2,000 in cash at the time of the deposit, so the amount deposited into Respondent's checking account was \$65,666.34. Exhibit H to DC Decl.

Respondent closed the account in February 2021. DC Decl. ¶ 12; Exhibit I to DC Decl.

Respondent claims that Respondent is holding Schluetz's funds in cash. DC Decl. ¶ 13; Exhibits C and P to DC Decl. Respondent alleges having savings in cash totaling approximately \$70,000 held by a third party at an undisclosed location that Respondent has designated as Schluetz's funds. DC Decl. ¶ 13; Exhibit C to DC Decl.

In October 2021, ODC served a subpoena duces tecum on Respondent, commanding that Respondent provide, *inter alia*, the name and contact information of the third party allegedly holding Schluetz's funds in cash. DC Decl. ¶ 14. At first, Respondent claimed that the cash was located at the home of Respondent's mother, Sally Warren. DC Decl. ¶ 15; Exhibit K to DC Decl. However, Respondent's mother told an ODC investigator that she never knew Respondent kept cash at her home and never saw the cash. Exhibit B (¶ 5) to DC Decl. Respondent then told ODC that Respondent had moved the

cash to the home of JME,² a friend and former client of Respondent. DC Decl. ¶ 16; Exhibits B (¶ 6) and M to DC Decl. However, JME told an ODC investigator that Respondent never placed cash in JME's home and that JME never held any money for Respondent. DC Decl. ¶ 16; Exhibit B (¶ 9) to DC Decl. It appears Respondent lied to ODC during the grievance investigation.

In mid-December 2021, ODC requested Respondent to bring the cash to a Zoom meeting to confirm the existence of the cash, which Respondent agreed to do. DC Decl. ¶ 17; Exhibit B (¶ 6) to DC Decl. Respondent failed to appear for the Zoom meeting. DC Decl. ¶ 17; Exhibit L to DC Decl. Instead, Respondent told ODC that Respondent was attempting to open an individual trust account at Key Bank in Shelton, Washington to deposit the alleged cash and that Respondent would provide evidence of the cash deposited into the account. DC Decl. ¶ 18; Exhibit L to DC Decl.

² Initials are used to protect confidential client information.

On December 17, 2021, ODC requested Respondent to provide evidence that the alleged cash had been deposited into an individual trust account. DC Decl. ¶ 19. Respondent told ODC that Respondent would need a “couple more days” to open the account. Id.; Exhibit N to DC Decl. To date, after multiple requests from ODC, Respondent has not provided any evidence that the alleged cash exists. DC Decl. ¶ 20.

In January 2022, ODC presented these facts of alleged misconduct to a Review Committee of the Disciplinary Board, recommending that the matter be ordered to hearing and requesting a recommendation of interim suspension. DC Decl. ¶ 21; Exhibit O to DC Decl. On February 23, 2022, the Review Committee unanimously ordered the matter to a public hearing. DC Decl. ¶ 22; Exhibit A to DC Decl. The Review Committee further found that Respondent’s continued practice of law poses a substantial threat of serious harm to the public and recommended that Respondent be suspended during the pendency of disciplinary proceedings. Id.

Currently, Respondent is practicing law as an associate attorney at Bonin Law. DC Decl. ¶ 3. Respondent was representing Schluetz as a solo practitioner prior to being hired by Bonin Law. DC Decl. ¶ 5. Schluetz did not become a client of Bonin Law after Respondent was hired as an associate. Id.

IV. DISCUSSION

Based on the matter that is currently pending in the disciplinary system, it will be many months before the Court makes a final determination on Respondent's license to practice law. In the meantime, Respondent continues to practice law as an associate with a firm, where Respondent's continued practice poses a substantial threat of serious harm to the public. Respondent's dishonest and deceitful conduct in stealing over \$60,000 of client funds to support what appears to be a gambling habit and lying to ODC about it seriously calls into question Respondent's character and fitness to practice law and puts the public at risk.

As it stands, anyone seeking legal representation from Respondent would see no restrictions on Respondent's license to practice law, nor would they see that Respondent is facing disciplinary proceedings related to theft of client funds and lying to the disciplinary authorities. Without intervention by this Court, Respondent will continue to practice without restriction. An interim suspension is the only means to protect the public while the disciplinary proceeding is pending.

V. CONCLUSION

Respondent's continued practice of law poses a substantial threat of serious harm to the public. Accordingly, ODC requests that this Court issue an order to show cause under ELC 7.2(b)(2) requiring Respondent to appear before this Court on such date as the Chief Justice may set, and to show cause why this petition for immediate interim suspension should not be granted.

This document contains 1,511 words, excluding the parts of the document exempted from the word count by RAP 18.17.

DATED THIS 14th day of March, 2022.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL



Henry Cruz, Bar No. 38799
Disciplinary Counsel
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 239-2123

IN THE SUPREME COURT OF THE STATE OF
WASHINGTON

In re

Henry A. Warren,

Lawyer (Bar No. 30360).

Supreme Court No. 202,054-2

DECLARATION OF
DISCIPLINARY
COUNSEL

I, Henry Cruz, declare and state:

1. I am over the age of eighteen years and competent to testify. I make the statements in this declaration from my review of the records of the Office of Disciplinary Counsel (ODC), which are maintained in the ordinary course of business.

2. I am the disciplinary counsel assigned to the disciplinary proceeding against Respondent lawyer Henry A. Warren.

3. Respondent was admitted to practice law in Washington on October 31, 2000. Respondent is on active status with the Washington State Bar Association. Respondent currently practices law as an associate attorney at Bonin Law.

4. ODC records reflect that Michael Schluetz filed a grievance against Respondent on April 9, 2021. The grievance expressed concerns that Respondent was using Schluetz's client funds for Respondent's own personal use without Schluetz's permission. Respondent submitted a response to the grievance on June 11, 2021. Exhibit C.

5. On or about January 3, 2019, Schluetz hired Respondent to represent him in a dissolution matter. Respondent was a solo practitioner at the time; Bonin Law did not take on Schluetz as a client after hiring Respondent. Respondent and Schluetz agreed that Respondent's fees and costs would be paid out of Schluetz's share of the proceeds from the pending sale of the marital residence.

6. In April 2019, Schluetz began serving an 89-month prison sentence for an unrelated criminal matter. Schluetz remains incarcerated.

7. In June 2019, the court in the dissolution matter ordered the proceeds from the sale of the marital residence to be deposited into the trust account of David B. Gates, counsel for Schluetz's spouse.

8. In October 2019, after the marital residence was sold, Gates's firm issued a check for \$67,666.34 made out to Schluetz. Exhibits D-E. The check represented Schluetz's share of the home sale proceeds. Id. Gates's firm provided the check to Respondent to disburse to Schluetz.

9. Respondent never deposited the funds in a trust account. Instead, Respondent attempted to open a bank account in Schluetz's name to deposit the funds with an executed power of attorney, but Respondent was unable to do so. Respondent then requested Gates's firm to re-issue the check for \$67,666.34 in Respondent's own name. Exhibit F.

10. On February 7, 2020, Gates's firm voided the \$67,666.34 check made out to Schluetz and re-issued the check made out to Respondent as Schluetz's lawyer. Exhibit D, F, and G.

11. On that same date, Respondent deposited the re-issued check into Respondent's personal checking account. Exhibit H. Respondent took \$2,000 in cash at the time of the deposit, so the amount deposited into Respondent's checking account was \$65,666.34. Id.

12. Between February 24, 2020 and February 12, 2021, Respondent withdrew over \$60,000 of Schluetz's funds for Respondent's own use and without Schluetz's authorization. Exhibit I. Most of the withdrawals were cash withdrawals at multiple casinos. Exhibits I-J. After spending all of Schluetz's funds in the account, Respondent closed the account in February 2021. Exhibit I.

13. Respondent claimed to ODC that Respondent has savings in cash totaling approximately \$70,000 being held by a

third party at an undisclosed location that Respondent has designated as Schluetz's funds. Exhibits C and P.

14. On October 18, 2021, ODC served a subpoena duces tecum on Respondent, commanding that Respondent provide, *inter alia*, the name and contact information of the third party allegedly holding Schluetz's funds in cash.

15. Respondent first told ODC that the cash was located at the home of Respondent's mother, Sally Warren. Exhibit K. However, Respondent's mother told an ODC investigator that she never knew Respondent kept cash at her home and never saw the cash. Exhibit B ¶ 5.

16. Respondent then told ODC that Respondent had moved the cash from his mother's home to the home of JME, a friend and former client of Respondent. Exhibits B (¶ 6) and M. However, JME told an ODC investigator that Respondent never placed cash in JME's home and that JME never held any money for Respondent. Exhibit B ¶ 9.

17. At a Zoom meeting on December 10, 2021, ODC requested Respondent to bring the cash to a Zoom meeting scheduled for December 14, 2021 so that Respondent could show the cash to ODC. Exhibit B ¶ 6. Respondent agreed to do this, but did not appear for the December 14, 2021 Zoom meeting. Exhibits B (¶¶ 6, 8) and L.

18. On December 14, 2021, Respondent later told ODC that Respondent had not attended the Zoom meeting because he was attempting to open an individual trust account at Key Bank in Shelton, Washington to deposit the alleged cash and that Respondent would provide evidence of the cash deposited into the account. Exhibit L.

19. On December 17, 2021, ODC requested Respondent to provide evidence that the alleged cash had been deposited into an individual trust account. Respondent told ODC that the account had not yet been opened and that it would be a “couple more days.” Exhibit N.

20. To date, Respondent has not provided any evidence that the alleged cash exists.

21. In letters submitted to a Review Committee of the Disciplinary Board on January 20 2022, ODC recommended that the matter be ordered to hearing and requested a recommendation of interim suspension. Exhibit O.

22. On February 23, 2022, the Review Committee unanimously ordered the matter to a public hearing, found that Respondent's continued practice of law poses a substantial threat of serious harm to the public, and recommended that Respondent be suspended during the pendency of the disciplinary proceedings. Exhibit A.

This document contains 923 words, excluding the parts of the document exempted from the word count by RAP 18.17.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

03/14/2022 Seattle, WA
Date & Place



Henry Cruz, Bar No. 38799
Disciplinary Counsel

Exhibit A

FILED

Feb 23, 2022

Disciplinary
Board

Docket # 001

REVIEW COMMITTEE OF THE
DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

HENRY A. WARREN,

Lawyer (Bar No.30360)

ODC File No. 21-00466

REVIEW COMMITTEE ORDER

PUBLIC HEARING

INTERIM SUSPENSION RECOMMENDATION

The Review Committee considered materials submitted by the grievant, respondent and disciplinary counsel, and the applicable rules, statutes and case law:

ORDER

The Review Committee orders a public hearing on the alleged misconduct.

INTERIM SUSPENSION

FINDING

The Review Committee finds that Respondent's continued practice of law poses a substantial threat of serious harm to the public.

RECOMMENDATION

The Review Committee unanimously recommends that the respondent lawyer be suspended from the practice of law under Rule 7.2(a) of the Rules for Enforcement of Lawyer Conduct.

Dated this 18th day of February, 2022.


Review Committee Chairperson

Mailed on 2/23/22 to:

Respondent: Henry A. Warren

Grievant: Michael Schluetz

The vote was: 3-0. The following Review Committee members voted: Review Committee II: Thomas Wolfe, Annette Hayes, Sonya Kraski.

Exhibit B

CFIN THE SUPREME COURT OF THE STATE OF
WASHINGTON

In re

Henry A. Warren,

Lawyer (Bar No. 30360).

Supreme Court No. _____

DECLARATION OF

CELESTE FUJII

I, Celeste Fujii, declare and state:

1. I am over the age of eighteen years and am competent to testify if called as a witness in these proceedings. I make the statements in this declaration from personal knowledge and from my review of the records of the Office of Disciplinary Counsel (ODC), which are maintained in the ordinary course of business.

2. I am an Investigator for ODC. I am not a party to and do not have any personal interest in the above-captioned matter.

3. On September 8, 2021, I interviewed Henry Warren (Warren) regarding Warren's unsuccessful efforts in depositing Michael Schluetz's funds into a bank account and the status/safeguarding of those funds in cash. Warren was reluctant to disclose the location of the cash, but confirmed that it was not at Warren's house or office or in a bank. Warren said the money was in the possession of a third party, but would not divulge the name of the third party since Warren hoped to keep them anonymous. Warren said Warren would talk to them to see if they would agree to disclose their name. Warren also stated that Warren's mother, Sally Warren (Sally)¹, knew of the cash Warren was holding for Schluetz.

4. On September 23, 2021, I spoke to Sally by phone. Sally said that Warren told her that Warren was holding a sum of money for a client in cash because Warren could not open a bank account in the client's name. Sally did not know the client's

¹ First name is used for clarity. No disrespect is intended.

name. Sally said that Sally had never seen the cash. When I asked Sally about the third party who Warren claimed was in possession of the cash, Sally was surprised by that question and said “no, there is no third party.”

5. On November 22, 2021, I spoke to Sally after Warren told ODC that Warren kept the cash in an old garage safe in Sally’s home. Sally said that Sally had been unaware of any cash Warren claimed to have placed in Sally’s safe and that Sally never saw the cash. Sally confirmed that they had an old combination safe in the garage that mostly contained hunting rifles, but that Sally never goes into the safe. Sally also said that Warren stopped by the house during the weekend of November 13, 2021, and told Sally that Warren was removing the cash from the safe. Sally said that was the first time Warren told Sally about Warren keeping cash in Sally’s safe. Sally also said that Sally never saw the cash, and that as far as Sally was concerned, Sally never had possession of the cash.

6. On December 10, 2021, Warren met with Disciplinary Counsel Henry Cruz and Investigator Celeste Fujii via Zoom. Warren said Sally did not know that Schuletz's cash was kept in the safe at Sally's house. Warren said that Warren removed the cash from Sally's safe and then stashed it at the residence of a former client, JME, who lived in Belfair, WA. Warren said that Warren had known JME for 10-15 years, first as a client, and they later became friends. Warren said that JME was aware that Warren put a cash box in JME's safe but did not know what was inside the cash box. Warren said that there was over \$60,000 in the cash box. Warren did not show us the money during the Zoom meeting. Warren agreed to meet with Disciplinary Counsel and me on December 14, 2021, via Zoom, to show us the money.

7. On December 10, 2021, I called JME to confirm what Warren said about placing a cash box in JME's safe. JME confirmed knowing Warren who JME referred to as "Hank" [Warren's nickname]. Before I could ask any questions about the

cash box, JME said that JME could not talk and asked me to call back in a half-hour. I tried to reach JME on multiple other occasions without success.

8. On December 14, 2021, Warren failed to appear at the scheduled Zoom meeting to show us the cash that Warren purportedly kept in JME's safe for Schluetz.

9. On January 3, 2022, I finally spoke to JME by phone. JME said Warren told JME "a couple of times" that Warren was going to put some money in JME's safe. JME said this conversation occurred a few days before I spoke to JME on December 10, 2021. JME said that Warren did not tell JME how much money was going to be placed in the safe or to whom the money belonged. JME said the safe can only be opened with a key, and Warren did not have a key to JME's safe. JME said that Warren never followed through and nothing was placed in JME's safe. JME said that Warren has never put anything in JME's safe.

This document contains 893 words, excluding the parts of the document exempted from the word count by RAP 18.17.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

March 11, 2022 Seattle, WA.
Date & Place

Celeste Fujii
Celeste Fujii

Exhibit C

June 11, 2021

Henry A. Warren
Attorney at Law
P.O. Box 1371
Shelton, WA 98584
henryawarren@live.com

Washington State Bar Association
Office of Disciplinary Counsel
caa@wsba.org

Re: ODC File: 21-00466
Response to Grievance filed by Michael Schluetz

Dear madam or sir,

I'd like to start this by saying that I have the Grievant's money in a safe place and just don't know what to do with it. My representation of Mr. Schluetz was for a divorce and handling the proceed from the sale of the house was never considered. The divorce was final in October 2019 and I am pretty sure I sent the Grievant copies of the Final Orders along with my final bill but, I could be wrong.

I was hired by Michael Schluetz to litigate his dissolution while he was preparing to go to trial and, as he assumed, prison for crimes in which he did not elaborate and was irrelevant to some degree. My former boss and mentor, Jeanette Boothe, introduced us and asked me to represent him, since she had a conflict, and explained how I would not get paid until after the case has concluded and he would pay me out of the proceeds from the sale of the house. She instructed both of us that she would handle the money, pay me out of her trust account, and manage the rest of the money for Mr. Schluetz while he was incarcerated. So, Mr. Schluetz and I executed a retainer agreement in which I would retain a lien on the funds to ensure I was paid by Ms. Boothe. (See Attachment A Sec. 8).

The point was that he had no money yet and he would not be able to handle the proceedings or his money from prison. Mr. Schluetz and I had a good relationship, all the way from trial preparation through the trial. This was no easy task given I had short notice and I had to visit Mr. Schluetz at the prison and communicate through letters and phone calls which was quite difficult and time consuming.

After the trial there was a break down in communication and I ran into a series of issues. I tried to explain the problem and he did not seem to hear anything I had to say since he would just yell and ask for the same things to be done despite me telling him it was not possible. Specifically, I had these checks and could not do anything with them. I was not supposed to get these checks at all since we agreed from the beginning that Jeanette Boothe would handle it since

I did not feel comfortable having my name attached to an account with his money in it since I have had my account frozen in the past, have never handled a client's money, and did not want to start handling a client's money now,

Unfortunately, I could not open an account in his name even after having him sign a power of attorney. Mr. Schluetz calls the power of attorney that I sent generic and he changed a bunch of provisions, which I understood, but that may have had something to do with it not having the correct language or something since both Key Bank and Peninsula Credit Union would not accept it and open an account for Mr. Schluetz. The guy at Key Bank whispered that I could assume his identity online to open an account but I was not going to be nefarious and felt like I would be committing identity theft.

Luckily, I have my own life savings stashed in a safe that is hidden so I set up an account by keeping track of his funds in my cash box. I was able to cash the check for him to get him access to his funds. However, I could not balance the account since I had lost my billing records including my hours and invoice that I had sent to Mr. Schluetz. I tried to explain the issues during a phone conversation and he said he did not care and proceeded to make demands for a bank statement and where his money was. I was not about to tell him where it was since I had it in cash hidden and did not need anyone coming after me for it. I certainly was not going to say anything on a recorded line or put it in a letter to be opened at the prison. The last thing I need was for that information to get out. So, one of the last times I spoke to him I said I wanted to go see him in person to explain everything and he said no multiple times. This was frustrating and I did not understand why since he would not be paying for my time or expense.

I think I went above and beyond to appease Mr. Schluetz. I admit that I should have written more but there was not much to write about except what he needs and wants and he did not want much the last few quarters that he spoke to me. I did make all of the requested expenditures that I received in a timely fashion.

There was one time that I pleaded with him to make a quarterly order since the deadline was coming up. He said he did not want anything then I received a letter requesting that I make an Order for food but it was received after the deadline had passed. In the Grievance it never states that I plead and prodded the grievant to make a food order as well as begged him to allow me to invest his money buying CD's, bonds, or anything that I could think of so I could get the money out of my possession and to be finally done. I never wanted to have control of this money and would love to take it someplace safe so I can be free of the responsibility.

I pleaded for him to invest his money and buy stocks, bonds, etc. but he kept saying to put it in an account with the highest interest rate and he insisted on three percent. I could not find anything close to that type of interest rate. It was usually .1 percent and I couldn't open it anyway.

Mr. Schluetz makes claims about John Bonin's staff not answering the phone when he called as if they were screening his calls at my direction. This is not true, staff tried to accept his call everytime that I know of, however when they hit the number 5 to accept the call nothing happened. I distinctly remember the one time it picked up and then hung up on him but I can tell

you that the secretary did not know what happened and hoped he would call back but he never did. Also, I did not know which number was from Airway Heights and did not give instructions to not answer the phone. We were all upset that the phones would not pick up his calls and they even called the phone company to see what the issue was. John Bonin's office has had nothing to do with Mr. Schluetz' case at all but they were not actively avoiding Mr. Schluetz either.

Mr Schluetz has read a lot into our conversations and has made assumptions that are not accurate. I understand his frustration but he had no interest in anything I had to say or understand that I had no bank to deposit the money, no records after losing them, and not being able to answer the phone every time he called. When I explained my issues with inmates bullying and extorting me he said that was my problem and he did not care. This hurt me since I had sacrificed to get him the money he initially requested, kept his bill extremely low, and was trying to meet his demands. After that, I will admit, his phone call did not take priority.

The problem with the phone calls is that I had no idea when he would call. He would call at various times during the day and night any day of the week. Usually, I would be in a public place or around people so I would have to excuse myself and try to find a place to talk. By that time the call ended and there is nothing I can do since I cannot call him back. If he had a return number it would certainly have been different.

The bottom line is that I tried to help Mr. Schluetz since he did not have anyone to help him while he was incarcerated. Jeanette Boothe was supposed to help him and that was understood by the three of us, I did not want that role and Jeanette knew that; just as she did not want me putting his money into an account with my name attached due concerns of my high student loans, outstanding medical bills etc. that could put any funds at risk. This is also why I had been constantly asking Mr. Schluetz to invest in something else like buying stocks or bonds; anything to put the money somewhere since I could not open a bank account for him with the Power of Attorney that he executed.

I did not know where to put his money, he never let me know of an alternative, or able to provide guidance. He would just say he didn't care and to put it in a high interest checking account which were non existent and I did not have the authority to open anyway. I have been quite anxious over the last year holding onto the money and I could not tell him over the phone or in writing that I had it in cash and tell him the whereabouts. Hence, I wanted to talk to him in person. He was right that I sounded scared and nervous but there was good reason since I had my own money stashed away as well and did not need to get robbed especially since one of the inmates that was harassing me had recently been released and was in the community again.

Mr. Schluetz never gave me a good option for depositing the money and he still does not give any instruction as to what he wants to do with the money. I have it all safeguarded and will take it to wherever he wants it; I can't set up the account he desires but I can take the money anywhere immediately once I am given instruction to do so. He did not want it going to his JPay account but other than that, I don't know what to do with it other than hand it to Mr. Schluetz upon his release or send him a cashier's check now but that would not be a wise choice.


I had lost all of my billing records so I was unable to give him a final statement and was trying to find them and/or recreate them but that was proving impossible. It would have helped speed things up if Mr. Schluetz told me he still had a copy of all of the documents. I cannot dispute the accuracy but am happy that I have a final figure that Mr. Schluetz approves of so I accept those final numbers and have the \$61,876.99 waiting to be disposed of. Obviously, our agreement did not work out due to poor communication which is difficult when Mr. Schluetz is incarcerated in the other side of the State and refused to see me to talk things through anyway.

Please let me know where I should take the funds. Maybe Mr. Schluetz will be more understanding and not just ignore your concerns while making impossible demands as he did me. His funds have always been safeguarded and available to him at any time upon request. I made all of the transactions that he requested except the one that was not received in time. He does not seem to dispute that he has had access to his funds and I have done my best to complete all of his transactions. To let him know the location would have put his money at risk and I was not taking a chance and there was no bank statement to provide given that I could not open an account for him.

Mr. Schluetz and I had an agreement after our original agreement was fulfilled. Our new agreement was to have me get paid based on the transactions. I would not be paid as his attorney and he insisted on that. However, despite not being his attorney any longer I still safeguarded his money as a friend and then as a fiduciary. Communication was certainly an issue but nothing seemed too urgent given Mr. Schluetz current situation. My main focus was to put the money wherever he instructed me to put it and I use it to purchase items for him. I did my best to do both. I was not in a hurry to resolve his final bill since he was incarcerated and the final accounting could wait as far as I was concerned.

I would ask that I be given a place to deposit Mr. Schluetz' \$61,876.99 and dismiss Mr. Schluetz' complaint.

Thank you for your consideration,



Henry A. Warren, WSBA #30360
Attorney at Law

Attachment A

ATTORNEY-CLIENT FEE AGREEMENT

Henry A. Warren ("Attorney") and Michael Schluetz ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 4.

2. **SCOPE OF SERVICES.** Client hires Attorney to provide legal services in the following matter Represent in the Dissolution Trial.

Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement.

3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. **DEPOSIT.** Client agrees to pay Attorney an initial deposit of \$_____ by _____. The hourly charges will be charged against the deposit. The initial deposit, as well as any future deposit, will be held in a trust account. Client authorizes Attorney to use that fund to pay the fees and other charges as they are incurred. Payments from the fund will be made upon remittance to client of a billing statement. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security.

Whenever the deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$_____ before a trial or arbitration date is set.

Once a trial or arbitration date is set, Client shall pay all sums then owing and deposit the attorneys' fees estimated to be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees, expert witness fees and other costs likely to be assessed. Those sums may exceed the maximum deposit.

Client agrees to pay all deposits after the initial deposit within ____ days of Attorney's demand. Unless otherwise agreed in writing, any unused deposit at the conclusion of Attorney's services will be refunded.

5. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Senior partners-----250.00/hour

Paralegals-----/hour

Law clerks-----/hour

The rates on this schedule are subject to change on 30 days' written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Time is charged in minimum units of one-tenth (.1) of an hour. The following have higher minimum charges:

Telephone calls:

Letters:

Other:

6. COSTS AND OTHER CHARGES.

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

In-office photocopying	_____/page
Facsimile charges	_____/page
Mileage	_____/mile
Other:	_____

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

7. **BILLING STATEMENTS.** Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within _____ days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. **LIEN.** Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and whether or not Client has chosen to consult such an independent lawyer-Client agrees that Attorney will have a lien as specified above.

WJS (Client Initial Here) HC (Attorney Initial Here)

9. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession unless subject to the lien provided in Paragraph 8 above, whether or not Client has paid for all services.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.


12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

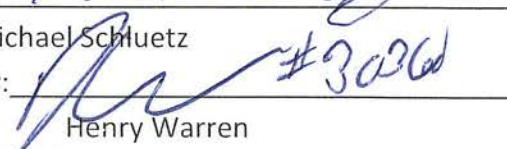
13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

14. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: 1/3/19



Michael Schuetz
By:  #3026

Henry Warren

Exhibit D

5038

DAVID GATES LAW INC., P.S. IOLTA

10 NE CREELMAN LANE, STE. A
P.O. BOX 1865
BELFAIR, WA 98528
(360) 275-9505

KITSAP BANK

98-290/1251

10/24/2019

PAY TO THE
ORDER OF

Michael Schluetz

\$**67,666.34

Sixty-seven thousand six hundred sixty-six and 34/100*****

DOLLARS

Michael Schluetz

VOID IN 90 DAYS

MEMO

Schluetz, Linda Disbursal

AUTHORIZED SIGNATURE

⑈005038⑈ ⑆125102906⑆ [REDACTED] 8411⑈

DAVID GATES LAW INC., P.S. IOLTA

10/24/2019

Michael Schluetz

Schluetz, Linda

67,666.34

5038

Security features. Details on back.

Exhibit E

DAVID GATES LAW INC PS

SCHLUETZ, LINDA

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	LOCATION	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
1111 Trust Account Kitsap Bank								
06/28/2019	Check	4950	Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	Schluetz, Linda Partial Distribution	2111 Client Trust Funds	-5,000.00	-5,000.00
06/28/2019	Deposit		Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	INCOMING WIRE 201906280094403 OL INCOMING WIRE 201906280094403 OLYMPIC TITLE OF M SHEL	2111 Client Trust Funds	209,076.86	204,076.86
Total for 1111 Trust Account Kitsap Bank							\$204,076.86	
2111 Client Trust Funds								
06/28/2019	Check	4950	Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	Schluetz, Linda- Partial Distribution	1111 Trust Account Kitsap Bank	-5,000.00	-5,000.00
06/28/2019	Deposit		Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	INCOMING WIRE 201906280094403 OL INCOMING WIRE 201906280094403 OLYMPIC TITLE OF M SHEL	1111 Trust Account Kitsap Bank	209,076.86	204,076.86
07/17/2019	Check	4960	Lake Cushman Maintenance Co	Belfair	Linda & Michael Schluetz	1111 Trust Account Kitsap Bank	-1,538.76	202,538.10
07/23/2019	Deposit				Schluetz, Linda Overpayment for Septic by Olympic Title	1111 Trust Account Kitsap Bank	80.00	202,618.10
08/28/2019	Check	4986	Linda Schluetz		Schluetz Linda	1111 Trust Account Kitsap Bank	-10,000.00	192,618.10
09/10/2019	Check	4996	Henry A. Warren	Belfair	Schluetz, Partial distribution	1111 Trust Account Kitsap Bank	-5,000.00	187,618.10
10/24/2019	Check	5038	Michael Schluetz	Belfair	Schluetz, Linda	1111 Trust Account Kitsap Bank	-67,666.34	119,951.76
10/24/2019	Check	5037	Linda Schluetz	Belfair	Schluetz, Linda	1111 Trust Account Kitsap Bank	-119,951.76	0.00
Total for 2111 Client Trust Funds							\$0.00	

Exhibit F



Current Date: October 06, 2021

Account Number: [REDACTED] 8411
Capture Date: February 07, 2020
Item Number: 5250029599802
Posted Date: February 07, 2020
Posted Item Number: 5250599802
Amount: 67,666.34
Record Type: Debit

DAVID GATES ATTORNEY AT LAW
INTEREST ON LAWYERS TRUST ACCOUNT
PO BOX 1865
BELFAIR WA 98528-1865

DAVID GATES LAW INC., P.S. IOLTA 10 NE CREELMAN LANE, STE. A P.O. BOX 1865 BELFAIR, WA 98528 (360) 275-9505		KITSAP BANK 98-290/1251	5097
PAY TO THE ORDER OF	<i>HENRY WARREN</i>	<i>2/7/2020</i>	
<i>SIX TY SEVEN THOUSAND + SIX HUNDRED + SIXTY SIX +</i>		<i>\$ 67,666 ³⁴/₁₀₀</i>	
		<i>34</i>	DOLLARS
		VOID IN 90 DAYS	
MEMO <i>AS ATTORNEY FOR MICHAEL SCHUETZ</i>		<i>[Signature]</i>	AUTHORIZED SIGNATURE
⑈005097⑈ ⑆125102906⑆ [REDACTED] 8411⑈			

02072020 162281000974310 125102906		<i>[Signature]</i>
02072020 162281000974290 125102906		
02072020 162281000974310 >125102906<		

DO NOT WRITE IN THESE SPACES OR THE CHECK WILL BE VOID
DATE _____
CHECK NUMBER _____
CHECK AMOUNT _____

Exhibit G

David Gates Law Inc. P.S.

1111 Trust Account Kitsap Bank Bank Balance: 571620.21 Ending Balance: \$581,328.66

Date	Ref No.	Payee	Memo	Class	Payment	Deposit Stat	Balance
Type	Account			Location		Auto	
02/07/2020	5097	Henry A. Warren	Schluetz, Michael Disbursal to his Attorney		\$67,666.34	R	n/a
Check	2111 Client Trust Funds			Belfair			
10/24/2019	5038	Michael Schluetz	Voided - Schluetz, Linda Disbursal		\$0.00		n/a
Check	2111 Client Trust Funds			Belfair			
10/24/2019	5037	Linda Schluetz	Schluetz, Linda Disbursal		\$119,951.76	R	n/a
Check	2111 Client Trust Funds			Belfair			
09/10/2019	4996	Henry A. Warren	Schluetz, Linda Partial Distribution (Michael Schluetz)		\$5,000.00	R	n/a
Check	2111 Client Trust Funds			Belfair			
08/28/2019	4986	Linda Schluetz	Schluetz, Partial Distribution per Court Order		\$10,000.00	R	n/a
Check	2111 Client Trust Funds						
07/17/2019	4960	Lake Cushman Maintenance Co	#100784- **Water Bil**- Schluetz		\$1,538.76	R	n/a
Check	2111 Client Trust Funds			Belfair			
07/01/2019	5367	Henry A Warren, Trust Account	Voided - Schluetz, Linda Partial Distribution for Michael Schluetz		\$0.00		n/a
Check	2111 Client Trust Funds			Belfair			
07/01/2019	4952	Hank A Warren, Trust Account	Voided - Schluetz, Linda Partial Dusbursal		\$0.00		n/a
Check	2111 Client Trust Funds			Belfair			
06/28/2019	4950	Linda Schluetz.-TRUST DO NOT CLOSE	Schluetz, Linda Partial Distribution		\$5,000.00	R	n/a
Check	2111 Client Trust Funds			Belfair			

DAVID GATES LAW INC PS

SCHLUETZ, LINDA

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	LOCATION	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
1111 Trust Account Kitsap Bank								
06/28/2019	Check	4950	Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	Schluetz, Linda Partial Distribution	2111 Client Trust Funds	-5,000.00	-5,000.00
06/28/2019	Deposit		Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	INCOMING WIRE 201906280094403 OL INCOMING WIRE 201906280094403 OLYMPIC TITLE OF M SHEL	2111 Client Trust Funds	209,076.86	204,076.86
Total for 1111 Trust Account Kitsap Bank							\$204,076.86	
2111 Client Trust Funds								
06/28/2019	Check	4950	Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	Schluetz, Linda- Partial Distribution	1111 Trust Account Kitsap Bank	-5,000.00	-5,000.00
06/28/2019	Deposit		Linda Schluetz.-TRUST DO NOT CLOSE	Belfair	INCOMING WIRE 201906280094403 OL INCOMING WIRE 201906280094403 OLYMPIC TITLE OF M SHEL	1111 Trust Account Kitsap Bank	209,076.86	204,076.86
07/01/2019	Check	4953	Henry A Warren, Trust Account	Belfair	Schluetz, Linda, Partial Distribution for Michael Schluetz	1111 Trust Account Kitsap Bank	-5,000.00	199,076.86
07/17/2019	Check	4960	Lake Cushman Maintenance Co	Belfair	Linda & Michael Schluetz	1111 Trust Account Kitsap Bank	-1,538.76	197,538.10
07/23/2019	Deposit				Schluetz, Linda Overpayment for Septic by Olympic Title	1111 Trust Account Kitsap Bank	80.00	197,618.10
08/28/2019	Check	4986	Linda Schluetz		Schluetz Linda	1111 Trust Account Kitsap Bank	-10,000.00	187,618.10
Total for 2111 Client Trust Funds							\$187,618.10	

Exhibit H



For 24-hour telephone line or online access:
360.876.3644 • 800.283.5537 | kitsapbank.com

Direct general inquiries to your local bank: 360.275.0671
P.O. Box 2170, Belfair, WA 98528

Statement of Account

Page 1 of 3

Statement Period 2/07/20-2/12/20
Total Days in Statement Period 6

1821

HENRY A WARREN

[REDACTED]
[REDACTED]



Banking on the Go?

Kitsap Bank's mobile banking services put you just one click away from performing many of your banking transactions—anytime, anywhere!

Download our mobile app today on the App Store or Google Play

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	[REDACTED] 0811	\$0.00	\$63,666.45

Smart Choice Chking: [REDACTED] 0811

Beginning Balance	\$0.00
Interest Paid Year-To-Date	\$0.11
Total Additions	\$65,666.45
Total Subtractions	\$2,000.00

Low Balance	\$63,666.34
High Balance	\$65,666.34
Ending Balance	\$63,666.45

Deposits / Credits

Date	Transaction Description	Additions
02/07/20	DEPOSIT	\$65,666.34
02/12/20	INTEREST CR	\$.11

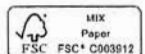
Checks

NUMBER	DATE	AMOUNT
601167	02/11/20	\$2,000.00

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
02/07/20	\$65,666.34	02/11/20	\$63,666.34	02/12/20	\$63,666.45

Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	6
Average Balance for APY	\$64,999.67
Interest Earned	\$0.11





Statement of Account

Page 2 of 3

HENRY A WARREN

Statement period

2/07/20-2/12/20

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



Exhibit I



For 24-hour telephone line or online access:
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Statement of Account

Page 1 of 3

Statement Period 2/12/20-3/11/20
Total Days in Statement Period 28

1882

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

Contactless Cards Are Here!

Look. Tap. Go. It's That Simple!

Contactless cards provide fast, easy, and secure payment processing. You can now pay with a single tap of your Kitsap Bank debit or credit cards for your everyday purchases.

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$63,666.45	\$61,394.50

Smart Choice Chking: 0811

Beginning Balance	\$63,666.45
Interest Paid Year-To-Date	\$0.59
Total Additions	\$.48
Total Subtractions	\$2,272.43

Low Balance	\$61,394.50
High Balance	\$63,666.45
Ending Balance	\$61,394.50

Deposits / Credits

Date	Transaction Description	Additions
03/11/20	INTEREST CR	\$.48

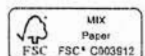
Checks

NUMBER	DATE	AMOUNT	NUMBER	DATE	AMOUNT
601400	02/24/20	\$400.00	601405*	02/25/20	\$600.00

* Skip in check sequence

Withdrawals / Debits

Date	Transaction Description	Subtractions
03/09/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 490641 JPAY MONEY TRANSFER 800 57457 FL	\$107.95
03/09/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 469216 UNION SUPPLY DIRECT 310 603 8 CA	\$167.30
03/09/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 490641 JPAY MONEY TRANSFER 800 57457 FL	\$209.95
03/10/20	ATM WITHDRAWAL TERMINAL CPSLO104 91 WEST STATE ROUT SHELTON WA	\$203.00
03/10/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
03/11/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$203.00
03/11/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00





Statement of Account

Page 2 of 3

HENRY A WARREN

Statement period 2/12/20-3/11/20

Date	Transaction Description	Subtractions
03/11/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$65.28
03/11/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 490641 JPAY MONEY TRANSFER 800 57457 FL	\$311.95

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
02/12/20	\$63,666.45	02/25/20	\$62,666.45	03/10/20	\$61,976.25	03/11/20	\$61,394.50
02/24/20	\$63,266.45	03/09/20	\$62,181.25				

Annual Percentage Yield Earned 0.01%
Interest-Bearing Days 28
Average Balance for APY \$62,993.31
Interest Earned \$0.48



	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



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Direct general inquiries to your local bank: 360.275.0671
P.O. Box 2170, Belfair, WA 98528

Statement of Account

Page 1 of 2

Statement Period 3/11/20-4/10/20
Total Days in Statement Period 30

1865

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

ITS – Interactive Teller Service

Use the machine as an ATM, or be instantly
connected to a Teller Monday - Friday, 8 am – 7 pm.

Now with locations in Allyn, Belfair, Bonney Lake,
Bremerton, East Bremerton, Kingston, Port Angeles,
Port Orchard and Port Townsend.

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$61,394.50	\$60,283.87

Smart Choice Chking: 0811

Beginning Balance	\$61,394.50
Interest Paid Year-To-Date	\$1.09
Total Additions	\$.50
Total Subtractions	\$1,111.13

Low Balance	\$60,283.37
High Balance	\$61,394.50
Ending Balance	\$60,283.87

Deposits / Credits

Date	Transaction Description	Additions
04/10/20	INTEREST CR	\$.50

Withdrawals / Debits

Date	Transaction Description	Subtractions
03/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$211.33
03/16/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$103.00
03/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
03/16/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$203.00
03/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
03/17/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$103.00
03/17/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
03/17/20	ATM WITHDRAWAL TERMINAL CPSLO106 91 WEST STATE ROUT SHELTON WA	\$203.00
03/17/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
03/17/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 318600 CHEVRON/ARCADIA CHEVRON SHELTON WA	\$21.00
03/18/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 469216 CHEVRON 0092553 SHELTON WA	\$4.99
03/18/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$127.50
04/02/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$126.31





Statement of Account

Page 2 of 2

HENRY A WARREN

Statement period 3/11/20-4/10/20

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
03/11/20	\$61,394.50	03/16/20	\$60,873.17	03/18/20	\$60,409.68	04/10/20	\$60,283.87
03/13/20	\$61,183.17	03/17/20	\$60,542.17	04/02/20	\$60,283.37		

Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	30
Average Balance for APY	\$60,501.83
Interest Earned	\$0.50

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



A message from our Chief Executive Officer, Steve Politakis:

There is no higher priority at Kitsap Bank than the safety of our customers and employees. With that in mind, we continue to monitor the COVID-19 or Coronavirus outbreak. We are relying on the guidance of the Centers of Disease Control, Washington State Department of Health, the World Health Organization, and other expert resources; and our senior management team remains in close communication, guiding our company's response.

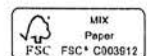
As I often say, we want our customers to bank the way you want. However, at this time, all of our branches are in drive-up banking mode in an effort to reduce the potential for exposure of our clients and employees. Please allow us to assist you through our ITS (Interactive Teller Service), ATM, drive-up window, mobile, or online banking services. Or feel free to call our helpful Customer Service Center at 800.283.5537 Monday through Friday from 8am to 5pm.

In addition to protecting your health, we encourage you to protect your financial well-being by not falling victim to phishing and other scams, which are often common during situations like this.

Let me assure you we will continue to work diligently to best serve our customers' needs during this uncertain time. Please check our website, www.kitsapbank.com or follow us on social media for the most current information.

Thank you for your continued trust in Kitsap Bank. As your financial partner, we remain steadfastly committed to helping our customers achieve their dreams, supporting our community, and serving as a stabilizing force during tough economic times. Your deposits continue to remain safe, as does your ability to access your funds. Rest assured that throughout this unprecedented event, Kitsap Bank remains stable, secure, and ready to serve you. We wish you and your family the best of health.

Steve Politakis





For 24-hour telephone line or online access:
360.876.3644 • 800.283.5537 | kitsapbank.com

Direct general inquiries to your local bank: 360.275.0671
P.O. Box 2170, Belfair, WA 98528

Statement of Account

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Statement Period 4/10/20-5/12/20
Total Days in Statement Period 32

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

1872

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Let us assist you through our convenient
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- ITS (Interactive Teller Service)
- ATM
- Drive-Up
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Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$60,283.87	\$59,799.89

Smart Choice Chking: 0811

Beginning Balance	\$60,283.87
Interest Paid Year-To-Date	\$1.61
Total Additions	\$.52
Total Subtractions	\$484.50

Low Balance	\$59,799.37
High Balance	\$60,283.87
Ending Balance	\$59,799.89

Deposits / Credits

Date	Transaction Description	Additions
05/12/20	INTEREST CR	\$.52

Withdrawals / Debits

Date	Transaction Description	Subtractions
04/13/20	POS PURCHASE TERMINAL 21210034 WM SUPERCENTER # SHELTON WA	\$77.52
04/13/20	PINNED POS CASHBACK POS PCH CSH BACK TERMINAL 24212101 WAL-MART #2121 SHELTON WA	\$100.98
04/15/20	ATM WITHDRAWAL TERMINAL KB1255 410 W RAILROAD AVE SHELTON WA	\$304.00
04/15/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
04/10/20	\$60,283.87	04/13/20	\$60,105.37	04/15/20	\$59,799.37	05/12/20	\$59,799.89

Annual Percentage Yield Earned 0.01%
Interest-Bearing Days 32





Statement of Account

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HENRY A WARREN

Statement period 4/10/20-5/12/20

Average Balance for APY \$59,848.78
Interest Earned \$0.52

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





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Statement of Account

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Statement Period 5/12/20-6/10/20
Total Days in Statement Period 29

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HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

Need To Speak To A Banker?
We are here for you!

Currently all in-branch banking is conducted by
appointment only.

Please call your local Kitsap Bank branch to schedule
an in-branch visit.

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$59,799.89	\$56,939.56

Smart Choice Chking: 0811

Beginning Balance	\$59,799.89
Interest Paid Year-To-Date	\$2.08
Total Additions	\$.47
Total Subtractions	\$2,860.80

Low Balance	\$56,939.09
High Balance	\$59,799.89
Ending Balance	\$56,939.56

Deposits / Credits

Date	Transaction Description	Additions
06/10/20	INTEREST CR	\$.47

Withdrawals / Debits

Date	Transaction Description	Subtractions
06/01/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$203.00
06/01/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/01/20	ATM WITHDRAWAL TERMINAL CPSL0106 91 WEST STATE ROUT SHELTON WA	\$203.00
06/01/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/01/20	ATM WITHDRAWAL TERMINAL CPSL0103 91 WEST STATE ROUT SHELTON WA	\$303.00
06/01/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/01/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
06/01/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/01/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$303.00
06/01/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/01/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 318219 LITTLE CREEK CAS LITTLE SHELTON WA	\$310.80
06/03/20	ATM WITHDRAWAL TERMINAL CPSL0109 91 WEST STATE ROUT SHELTON WA	\$303.00
06/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00



Statement of Account

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HENRY A WARREN

Statement period

5/12/20-6/10/20

Date	Transaction Description	Subtractions
06/08/20	ATM WITHDRAWAL TERMINAL CPSL0104 91 WEST STATE ROUT SHELTON WA	\$203.00
06/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/08/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$203.00
06/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/08/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$303.00
06/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
06/09/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$203.00
06/09/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
05/12/20	\$59,799.89	06/03/20	\$57,859.09	06/09/20	\$56,939.09	06/10/20	\$56,939.56
06/01/20	\$58,164.09	06/08/20	\$57,144.09				



Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	29
Average Balance for APY	\$59,063.58
Interest Earned	\$0.47

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



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Statement of Account

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Statement Period 6/10/20-7/10/20
Total Days in Statement Period 30

1869

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

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A loan from Kitsap Bank will help you get
into the home of your dreams!

Talk with your Kitsap Banker about
your options.

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$56,939.56	\$52,828.74

Smart Choice Chking: 0811

Beginning Balance	\$56,939.56
Interest Paid Year-To-Date	\$2.54
Total Additions	\$46
Total Subtractions	\$4,111.28

Low Balance	\$52,828.74
High Balance	\$56,939.56
Ending Balance	\$52,828.74

Deposits / Credits

Date	Transaction Description	Additions
07/10/20	INTEREST CR	\$46

Withdrawals / Debits

Date	Transaction Description	Subtractions
06/11/20	ACCT TO ACCT PAYMENT TERMINAL 00IN253T 061112031577 WESTERN UNION FINANCIA SAN FRANC CA	\$309.95
06/12/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 469216 UNION SUPPLY DIRECT 310 603 8 CA	\$160.55
06/18/20	POS PURCHASE TERMINAL 09606403 NNT WESTERN UNION 181 SHELTON WA	\$1,209.95
07/06/20	ATM WITHDRAWAL TERMINAL CPSL0109 91 WEST STATE ROUT SHELTON WA	\$303.00
07/06/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/07/20	ATM WITHDRAWAL TERMINAL CPSL0103 91 WEST STATE ROUT SHELTON WA	\$203.00
07/07/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/07/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$203.00
07/07/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/07/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$303.00
07/07/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/08/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$203.00
07/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00





Statement of Account

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HENRY A WARREN

Statement period

6/10/20-7/10/20

Date	Transaction Description	Subtractions
07/08/20	ATM WITHDRAWAL TERMINAL CPSLO106 91 WEST STATE ROUT SHELTON WA	\$303.00
07/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/09/20	ATM WITHDRAWAL TERMINAL CPSLO106 91 WEST STATE ROUT SHELTON WA	\$203.00
07/09/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/09/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
07/09/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/09/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$85.83
07/10/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$303.00
07/10/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
06/10/20	\$56,939.56	06/18/20	\$55,259.11	07/07/20	\$54,239.11	07/09/20	\$53,133.28
06/11/20	\$56,629.61	07/06/20	\$54,954.11	07/08/20	\$53,729.11	07/10/20	\$52,828.74
06/12/20	\$56,469.06						



Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	30
Average Balance for APY	\$55,299.73
Interest Earned	\$0.46

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



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Statement of Account

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Statement Period 7/10/20-8/12/20
Total Days in Statement Period 33

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HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

Introducing edg3 FUND 2020!

This annual favorite is back with some changes,
including MORE PRIZES!

Visit <https://www.kitsapbank.com/business/edg3-fund/>
for more information and to nominate
a local business.

Nominations accepted August 3rd – 31st.

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$52,828.74	\$43,888.45

Smart Choice Chking: 0811

Beginning Balance	\$52,828.74
Interest Paid Year-To-Date	\$2.97
Total Additions	\$.43
Total Subtractions	\$8,940.72

Low Balance	\$43,888.02
High Balance	\$52,828.74
Ending Balance	\$43,888.45

Deposits / Credits

Date	Transaction Description	Additions
08/12/20	INTEREST CR	\$.43

Withdrawals / Debits

Date	Transaction Description	Subtractions
07/13/20	ATM WITHDRAWAL TERMINAL CPSU0638 12888 88TH AVE SW ROCHESTER WA	\$202.00
07/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/13/20	ATM WITHDRAWAL TERMINAL CPSL0109 91 WEST STATE ROUT SHELTON WA	\$203.00
07/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/13/20	ATM WITHDRAWAL TERMINAL CPSU0638 12888 88TH AVE SW ROCHESTER WA	\$302.00
07/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/13/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$303.00
07/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/13/20	POS PURCHASE TERMINAL 59281701 BRAD'S QUICK STOP SHELTON WA	\$40.00
07/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$115.08
07/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 402179 PCA* LUCKY EAGLE CASI ROCHESTER WA	\$207.95
07/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 314049 EVI* EMERALD QUEE FIFE WA	\$509.45
07/20/20	ATM WITHDRAWAL TERMINAL KB1255 410 W RAILROAD AVE SHELTON WA	\$504.00





Statement of Account

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HENRY A WARREN

Statement period

7/10/20-8/12/20

Date	Transaction Description	Subtractions
07/20/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/21/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$203.00
07/21/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/21/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$303.00
07/21/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/22/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$124.55
07/23/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$203.00
07/23/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/23/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$203.00
07/23/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/23/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$303.00
07/23/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/23/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$303.00
07/23/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/24/20	ATM WITHDRAWAL TERMINAL CPSLO106 91 WEST STATE ROUT SHELTON WA	\$303.00
07/24/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/27/20	ATM WITHDRAWAL TERMINAL CPSLO106 91 WEST STATE ROUT SHELTON WA	\$203.00
07/27/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/27/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$203.00
07/27/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/27/20	ATM WITHDRAWAL TERMINAL CPSLO103 91 WEST STATE ROUT SHELTON WA	\$303.00
07/27/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
07/29/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$303.00
07/29/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$203.00
08/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	ATM WITHDRAWAL TERMINAL CPSLO104 91 WEST STATE ROUT SHELTON WA	\$203.00
08/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$203.00
08/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$303.00
08/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	ATM WITHDRAWAL TERMINAL CPSLO121 91 WEST STATE ROUT SHELTON WA	\$303.00
08/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	ATM WITHDRAWAL TERMINAL CPSLO121 91 WEST STATE ROUT SHELTON WA	\$303.00
08/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
08/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/03/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 463923 ISLAND GRILL 360 42777 WA	\$31.73
08/03/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
08/03/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
08/03/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
08/03/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99





Statement of Account

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HENRY A WARREN

Statement period 7/10/20-8/12/20

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
07/10/20	\$52,828.74	07/21/20	\$49,922.26	07/24/20	\$48,472.71	08/03/20	\$43,888.02
07/13/20	\$50,938.26	07/22/20	\$49,797.71	07/27/20	\$47,757.71	08/12/20	\$43,888.45
07/20/20	\$50,432.26	07/23/20	\$48,777.71	07/29/20	\$47,452.71		

Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	33
Average Balance for APY	\$47,825.23
Interest Earned	\$0.43

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



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Statement of Account

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Statement Period 8/12/20-9/11/20
Total Days in Statement Period 30

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options.

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$43,888.45	\$35,636.40

Smart Choice Chking: 0811

Beginning Balance	\$43,888.45	Low Balance	\$35,636.40
Interest Paid Year-To-Date	\$3.29	High Balance	\$43,888.45
Total Additions	\$.32	Ending Balance	\$35,636.40
Total Subtractions	\$8,252.37		

Deposits / Credits

Date	Transaction Description	Additions
09/11/20	INTEREST CR	\$.32

Withdrawals / Debits

Date	Transaction Description	Subtractions
08/13/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$303.00
08/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/17/20	ATM WITHDRAWAL TERMINAL P325653 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
08/17/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/17/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00
08/17/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/17/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
08/17/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/18/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00
08/18/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/20/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$203.00
08/20/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/20/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00



Statement of Account

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HENRY A WARREN

Statement period

8/12/20-9/11/20

Date	Transaction Description	Subtractions
08/20/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/24/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$203.00
08/24/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/24/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$203.00
08/24/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/24/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$203.00
08/24/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/24/20	ATM WITHDRAWAL TERMINAL CPSLO110 91 WEST STATE ROUT SHELTON WA	\$303.00
08/24/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/24/20	ATM WITHDRAWAL TERMINAL CPSLO109 91 WEST STATE ROUT SHELTON WA	\$303.00
08/24/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/24/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
08/24/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/24/20	PINNED POS CASHBACK POS PCH CSH BACK TERMINAL 21210047 WAL WAL-MART SUPER 002 SHELTON WA	\$115.04
08/24/20	PINNED POS CASHBACK POS PCH CSH BACK TERMINAL 24212101 WAL-MART #2121 SHELTON WA	\$122.99
08/25/20	ATM WITHDRAWAL TERMINAL CPSLO110 91 WEST STATE ROUT SHELTON WA	\$203.00
08/25/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/25/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$303.00
08/25/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
08/25/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$78.31
08/25/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
08/25/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
08/25/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
08/25/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$424.99
08/31/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
08/31/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/02/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
09/02/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/02/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$26.16
09/04/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$303.00
09/04/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/08/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
09/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/08/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
09/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/08/20	ATM WITHDRAWAL TERMINAL CPSLO106 91 WEST STATE ROUT SHELTON WA	\$203.00
09/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/08/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
09/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/08/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
09/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/11/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
09/11/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/11/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
09/11/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00





Statement of Account

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HENRY A WARREN

Statement period 8/12/20-9/11/20

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
08/12/20	\$43,888.45	08/18/20	\$42,463.45	08/25/20	\$38,212.24	09/04/20	\$37,371.08
08/13/20	\$43,583.45	08/20/20	\$41,953.45	08/31/20	\$37,907.24	09/08/20	\$36,146.08
08/17/20	\$42,768.45	08/24/20	\$40,185.51	09/02/20	\$37,676.08	09/11/20	\$35,636.40

Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	30
Average Balance for APY	\$39,467.57
Interest Earned	\$0.32

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



For 24-hour telephone line or online access:
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Direct general inquiries to your local bank: 360.275.0671
P.O. Box 2170, Belfair, WA 98528

Statement of Account

Page 1 of 4

Statement Period 9/11/20-10/13/20
Total Days in Statement Period 32

1845

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

New Competition! New Prizes!
Who Will Get The edg3 in 2020?

Learn more about our 7 Finalists and
vote for your favorite during the public voting
period October 26th to November 6th.

Visit <https://www.kitsapbank.com/business/edg3-fund/>
for more information.

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$35,636.40	\$25,025.00

Smart Choice Chking: 0811

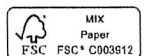
Beginning Balance	\$35,636.40	Low Balance	\$25,025.00
Interest Paid Year-To-Date	\$3.57	High Balance	\$35,636.40
Total Additions	\$28	Ending Balance	\$25,025.00
Total Subtractions	\$10,611.68		

Deposits / Credits

Date	Transaction Description	Additions
10/13/20	INTEREST CR	\$28

Withdrawals / Debits

Date	Transaction Description	Subtractions
09/14/20	ATM WITHDRAWAL TERMINAL KB1255 410 W RAILROAD AVE SHELTON WA	\$304.00
09/14/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/14/20	ATM WITHDRAWAL TERMINAL CPSLO104 91 WEST STATE ROUT SHELTON WA	\$203.00
09/14/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/14/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
09/14/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
09/14/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
09/25/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
09/25/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/25/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
09/25/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/25/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$79.01
09/28/20	ATM WITHDRAWAL TERMINAL P440833 411 S 1ST ST SHELTON WA	\$203.00



HENRY A WARREN

Statement period 9/11/20-10/13/20

Date	Transaction Description	Subtractions
09/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/28/20	ATM WITHDRAWAL TERMINAL CPSLO106 91 WEST STATE ROUT SHELTON WA	\$203.00
09/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/28/20	ATM WITHDRAWAL TERMINAL CPSLO109 91 WEST STATE ROUT SHELTON WA	\$203.00
09/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/28/20	ATM WITHDRAWAL TERMINAL CPSLO110 91 WEST STATE ROUT SHELTON WA	\$203.00
09/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/28/20	ATM WITHDRAWAL TERMINAL CPSLO104 91 WEST STATE ROUT SHELTON WA	\$303.00
09/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/28/20	ATM WITHDRAWAL TERMINAL CPSLO103 91 WEST STATE ROUT SHELTON WA	\$303.00
09/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/28/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$303.00
09/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
09/28/20	PINNED POS CASHBACK POS PCH CSH BACK TERMINAL 21210046 WM SUPERCENTER # SHELTON WA	\$116.18
09/28/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$66.53
09/28/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$78.56
09/29/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$215.99
09/29/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
09/29/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
09/29/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99
09/29/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
09/29/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
10/01/20	ATM WITHDRAWAL TERMINAL CPSLO110 91 WEST STATE ROUT SHELTON WA	\$303.00
10/01/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/05/20	ATM WITHDRAWAL TERMINAL P176161 12840 188TH AVE. SW ROCHESTER WA	\$202.95
10/05/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/05/20	ATM WITHDRAWAL TERMINAL P176161 12840 188TH AVE. SW ROCHESTER WA	\$202.95
10/05/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/08/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$203.00
10/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/08/20	ATM WITHDRAWAL TERMINAL CPSLO109 91 WEST STATE ROUT SHELTON WA	\$303.00
10/08/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/09/20	ATM WITHDRAWAL TERMINAL CPSLO104 91 WEST STATE ROUT SHELTON WA	\$303.00
10/09/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/13/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$203.00
10/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/13/20	ATM WITHDRAWAL TERMINAL CPSLO110 91 WEST STATE ROUT SHELTON WA	\$203.00
10/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/13/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
10/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/13/20	ATM WITHDRAWAL TERMINAL CPSLO110 91 WEST STATE ROUT SHELTON WA	\$303.00
10/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/13/20	ATM WITHDRAWAL TERMINAL CPSLO101 91 WEST STATE ROUT SHELTON WA	\$303.00
10/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/13/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
10/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 318219 LUCKY DOG CASINO 19330 NSHELTON WA	\$311.80
10/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 318219 LUCKY DOG CASINO 19330 NSHELTON WA	\$311.80





Statement of Account

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HENRY A WARREN

Statement period 9/11/20-10/13/20

Date	Transaction Description	Subtractions
10/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 438894 PCA LUCKY EAGLE CASINO ROCHESTER WA	\$318.00
10/13/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$319.99

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
09/11/20	\$35,636.40	09/28/20	\$31,680.15	10/05/20	\$28,731.31	10/13/20	\$25,025.00
09/14/20	\$34,165.43	09/29/20	\$29,446.21	10/08/20	\$28,221.31		
09/25/20	\$33,676.42	10/01/20	\$29,141.21	10/09/20	\$27,916.31		

Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	32
Average Balance for APY	\$31,448.89
Interest Earned	\$0.28

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



Statement of Account

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HENRY A WARREN

Statement period 9/11/20-10/13/20

Congratulations to our 2020 edg3 FUND Finalists!

Cast your vote for your favorite business October 26th - November 6th at kitsapbank.com/business/edg3-fund/. Then, check back on November 20th to find out who will be taking home this year's prizes:

- \$25,000 edg3 FUND Grand Prize: This will go to the business that best demonstrates their commitment to the triple bottom line, contributing to the community economically, socially and environmentally.
- \$10,000 Innovation Award: Goes to the company that demonstrates creativity, innovation and resiliency.
- \$5,000 #causegood Community edg3 Award: Awarded to the business deemed most committed to making a difference in its community.
- \$5,000 Public Favorite Award: Goes to the business that receives the highest number of votes in the online public vote.



From Shred To Fed Events:

Need to get rid of sensitive information? Bring your outdated documents for safe destruction and disposal, and help our local foodbank at the same time!

Kitsap Bank is pleased to partner with local food banks around the region to host Shred events on Saturdays throughout the month of October. Must make a monetary donation to get your documents shredded. All donations raised at these events will go to supporting the local food banks. Maximum of 75 pounds of shred per vehicle.

Saturday, October 10th
Kitsap Bank Bainbridge Island Branch
9am to 12pm
Benefiting the Helpline House.

Saturday, October 17th
Kitsap Bank Bethel & Lund Branch
9am to 12pm
Benefiting the South Kitsap Helpline.

Saturday, October 17th
Kitsap Bank Point Fosdick Branch
9am to 12pm
Benefiting Fish Food Bank.

Saturday, October 24th
Kitsap Bank East Bremerton Branch
9am to 12pm
Benefiting the Bremerton Foodline.



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P.O. Box 2170, Belfair, WA 98528

Statement of Account

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Statement Period 10/13/20-11/12/20
Total Days in Statement Period 30

1844

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

Who Will Get the edg3?

Tune into edg3 FUND (Almost) Live!
Friday, November 20th @ 12pm
<https://www.kitsapbank.com/business/edg3-fund/>

Watch to find out which businesses will be taking
home this year's prizes, including the \$25,000 Grand
Prize!

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$25,025.00	\$10,273.78

Smart Choice Chking: 0811

Beginning Balance	\$25,025.00
Interest Paid Year-To-Date	\$3.72
Total Additions	\$.15
Total Subtractions	\$14,751.37

Low Balance	\$10,273.78
High Balance	\$25,025.00
Ending Balance	\$10,273.78

Deposits / Credits

Date	Transaction Description	Additions
11/12/20	INTEREST CR	\$.15

Withdrawals / Debits

Date	Transaction Description	Subtractions
10/15/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$203.00
10/15/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/15/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$303.00
10/15/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/16/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
10/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/16/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
10/19/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$203.00
10/19/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/19/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$203.00
10/19/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/19/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00
10/19/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00



Statement of Account

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HENRY A WARREN

Statement period

10/13/20-11/12/20

Date	Transaction Description	Subtractions
10/19/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00
10/19/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/19/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$72.20
10/19/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
10/19/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
10/19/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
10/21/20	ATM WITHDRAWAL TERMINAL CPSL0109 91 WEST STATE ROUT SHELTON WA	\$303.00
10/21/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/22/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
10/22/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/26/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00
10/26/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/26/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$303.00
10/26/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/26/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 318219 LITTLE CREEK CAS LITTLE SHELTON WA	\$516.70
10/26/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
10/27/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
10/28/20	ATM WITHDRAWAL TERMINAL CPSL0106 91 WEST STATE ROUT SHELTON WA	\$203.00
10/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/28/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$303.00
10/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/29/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$203.00
10/29/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/29/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
10/29/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
10/30/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$403.00
10/30/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/02/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$203.00
11/02/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/02/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
11/02/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/02/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
11/02/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/02/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 475542 SHELTON LAUNDRY CLEANERS SHELTON WA	\$20.00
11/02/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
11/03/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$203.00
11/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/03/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$303.00
11/03/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/06/20	ATM WITHDRAWAL TERMINAL CPSL0104 91 WEST STATE ROUT SHELTON WA	\$303.00
11/06/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/09/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$203.00
11/09/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/09/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
11/09/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/09/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
11/10/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$203.00



Statement of Account

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HENRY A WARREN

Statement period 10/13/20-11/12/20

Date	Transaction Description	Subtractions
11/10/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/12/20	ATM WITHDRAWAL TERMINAL P325652 19330 N. US HIGHWAY 101 SKOKOMISH WA	\$303.00
11/12/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/12/20	ATM WITHDRAWAL TERMINAL CPSU0639 12888 88TH AVE SW ROCHESTER WA	\$202.00
11/12/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/12/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$203.00
11/12/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/12/20	ATM WITHDRAWAL TERMINAL CPSU0635 12888 88TH AVE SW ROCHESTER WA	\$302.00
11/12/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/12/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
11/12/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/12/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 402179 PCA*LUCKY EAGLE CASI ROCHESTER WA	\$310.95
11/12/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 402179 PCA*LUCKY EAGLE CASI ROCHESTER WA	\$516.95
11/12/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 402179 PCA*LUCKY EAGLE CASI ROCHESTER WA	\$516.95
11/12/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 318219 LUCKY DOG CASINO 19330 NSHELTON WA	\$517.70

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
10/13/20	\$25,025.00	10/22/20	\$20,391.84	10/30/20	\$16,882.16	11/10/20	\$13,459.18
10/15/20	\$24,515.00	10/26/20	\$18,836.15	11/02/20	\$15,518.17	11/12/20	\$10,273.78
10/16/20	\$23,681.01	10/27/20	\$18,307.16	11/03/20	\$15,008.17		
10/19/20	\$21,001.84	10/28/20	\$17,797.16	11/06/20	\$14,703.17		
10/21/20	\$20,696.84	10/29/20	\$17,287.16	11/09/20	\$13,664.18		

Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	30
Average Balance for APY	\$18,107.78
Interest Earned	\$0.15

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



For 24-hour telephone line or online access:
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Direct general inquiries to your local bank: 360.275.0671
P.O. Box 2170, Belfair, WA 98528

Statement of Account

Page 1 of 4

Statement Period 11/12/20-12/10/20
Total Days in Statement Period 28

1841

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

We sincerely thank you for your
loyalty and business, and wish you
happiness and prosperity
throughout the coming year.

Happy Holidays from your
Kitsap Bank Family!

Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$10,273.78	\$1,517.07

Smart Choice Chking: 0811

Beginning Balance	\$10,273.78
Interest Paid Year-To-Date	\$3.76
Total Additions	\$0.04
Total Subtractions	\$8,756.75

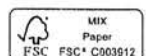
Low Balance	\$1,517.07
High Balance	\$10,273.78
Ending Balance	\$1,517.07

Deposits / Credits

Date	Transaction Description	Additions
12/10/20	INTEREST CR	\$0.04

Withdrawals / Debits

Date	Transaction Description	Subtractions
11/13/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
11/13/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/16/20	ATM WITHDRAWAL TERMINAL P122663 1730 OLYMPIC HWY S SHELTON WA	\$202.50
11/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/16/20	ATM WITHDRAWAL TERMINAL CPSLO102 91 WEST STATE ROUT SHELTON WA	\$203.00
11/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/16/20	ATM WITHDRAWAL TERMINAL CPSLO105 91 WEST STATE ROUT SHELTON WA	\$303.00
11/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/16/20	ATM WITHDRAWAL TERMINAL CPSLO110 91 WEST STATE ROUT SHELTON WA	\$303.00
11/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/16/20	ATM WITHDRAWAL TERMINAL CPSLO104 91 WEST STATE ROUT SHELTON WA	\$303.00
11/16/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/16/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$86.24





Statement of Account

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HENRY A WARREN

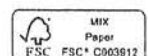
Statement period

11/12/20-12/10/20

Date	Transaction Description	Subtractions
11/16/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
11/16/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
11/23/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$303.00
11/23/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/23/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$303.00
11/23/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/25/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$203.00
11/25/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/25/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00
11/25/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/27/20	ATM WITHDRAWAL TERMINAL CPSL0109 91 WEST STATE ROUT SHELTON WA	\$203.00
11/27/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/27/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
11/27/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/27/20	ATM WITHDRAWAL TERMINAL CPSL0121 91 WEST STATE ROUT SHELTON WA	\$303.00
11/27/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/30/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$203.00
11/30/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/30/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00
11/30/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
11/30/20	ATM WITHDRAWAL TERMINAL CPSL0110 91 WEST STATE ROUT SHELTON WA	\$303.00
11/30/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/02/20	ATM WITHDRAWAL TERMINAL CPSL0109 91 WEST STATE ROUT SHELTON WA	\$203.00
12/02/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/02/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
12/02/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/02/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 423168 DAIRY QUEEN 16764 SHELTON WA	\$13.06
12/07/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$203.00
12/07/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/07/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
12/07/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/08/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
12/08/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
12/08/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 444500 LITTLE CREEK CASINO SHELTON WA	\$528.99
12/09/20	ATM WITHDRAWAL TERMINAL CPSL0106 91 WEST STATE ROUT SHELTON WA	\$303.00
12/09/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/10/20	ATM WITHDRAWAL TERMINAL CPSL0104 91 WEST STATE ROUT SHELTON WA	\$303.00
12/10/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/10/20	SERVICE CHARGE SMART CHOICE MAINT	\$3.00

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
11/12/20	\$10,273.78	11/23/20	\$6,890.06	11/30/20	\$4,750.06	12/08/20	\$2,130.03
11/13/20	\$9,968.78	11/25/20	\$6,380.06	12/02/20	\$4,227.00	12/09/20	\$1,825.03
11/16/20	\$7,500.06	11/27/20	\$5,565.06	12/07/20	\$3,717.00	12/10/20	\$1,517.07





Statement of Account

Page 3 of 4

HENRY A WARREN

Statement period 11/12/20-12/10/20

Annual Percentage Yield Earned	0.01%
Interest-Bearing Days	28
Average Balance for APY	\$5,909.62
Interest Earned	\$0.04

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



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Statement of Account

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Statement Period 12/10/20-1/13/21
Total Days in Statement Period 34

1821

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

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Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$1,517.07	\$-2.04

Smart Choice Chking: 0811

Beginning Balance	\$1,517.07
Total Additions	\$0.00
Total Subtractions	\$1,519.11

Low Balance	\$-2.04
High Balance	\$1,517.07
Ending Balance	\$-2.04

Withdrawals/ Debits

Date	Transaction Description	Subtractions
12/11/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$203.00
12/11/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/11/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
12/11/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/14/20	ATM WITHDRAWAL TERMINAL CPSL0101 91 WEST STATE ROUT SHELTON WA	\$203.00
12/14/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/14/20	ATM WITHDRAWAL TERMINAL CPSL0105 91 WEST STATE ROUT SHELTON WA	\$303.00
12/14/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/14/20	ATM WITHDRAWAL TERMINAL CPSL0102 91 WEST STATE ROUT SHELTON WA	\$303.00
12/14/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
12/14/20	VISA POS PURCHASE MERCHANT PURCHASE TERMINAL 315787 SAFEWAY #0585 SHELTON WA	\$83.11
12/28/20	ATM WITHDRAWAL TERMINAL CPSL0104 91 WEST STATE ROUT SHELTON WA	\$103.00
12/28/20	DIRECT S/C ATM WITHDRAWAL FEE	\$2.00
01/13/21	SERVICE CHARGE SMART CHOICE MAINT	\$6.00



Statement of Account

Page 2 of 3

HENRY A WARREN

Statement period 12/10/20-1/13/21

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE	DATE	ENDING BALANCE
12/10/20	\$1,517.07	12/14/20	\$108.96	12/28/20	\$3.96	01/13/21	\$-2.04
12/11/20	\$1,007.07						

Annual Percentage Yield Earned	0.00%
Interest-Bearing Days	34
Average Balance for APY	\$135.71
Interest Earned	\$0.00

	Total for this period	Total prior year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





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P.O. Box 2170, Belfair, WA 98528

Statement of Account

Page 1 of 2

Statement Period 1/13/21-2/10/21
Total Days in Statement Period 28

1822

HENRY A WARREN
PO BOX 1371
SHELTON WA 98584-0917

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Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
Smart Choice Chking	0811	\$-2.04	\$-8.04

Smart Choice Chking: 0811

Beginning Balance	\$-2.04	Low Balance	\$-8.04
Total Additions	\$0.00	High Balance	\$-2.04
Total Subtractions	\$6.00	Ending Balance	\$-8.04

Withdrawals/ Debits

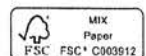
Date	Transaction Description	Subtractions
02/10/21	SERVICE CHARGE SMART CHOICE LOBAL	\$6.00

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE
01/13/21	\$-2.04	02/10/21	\$-8.04

Annual Percentage Yield Earned	0.00%
Interest-Bearing Days	28
Average Balance for APY	\$0.00
Interest Earned	\$0.00

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





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Statement of Account

Page 1 of 2

Statement Period 2/10/21-2/16/21
Total Days in Statement Period 6

160

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PO BOX 1371
SHELTON WA 98584-0917

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Account Balances

ACCOUNT	ACCOUNT NUMBER	BEGINNING BALANCE	ENDING BALANCE
** Closed Account - Final Statement			
Smart Choice Chking **	0811	\$-8.04	\$0.00

Smart Choice Chking: 0811

Beginning Balance	\$-8.04	Low Balance	\$-8.04
Total Additions	\$8.04	High Balance	\$0.00
Total Subtractions	\$0.00	Ending Balance	\$0.00

Deposits / Credits

Date	Transaction Description	Additions
02/12/21	AUTO CLOSIN AUTO CLOSE ZERO BALANCE CREDIT	\$8.04

Daily Balance

DATE	ENDING BALANCE	DATE	ENDING BALANCE
02/10/21	\$-8.04	02/12/21	\$0.00

Annual Percentage Yield Earned	0.00%
Interest-Bearing Days	5
Average Balance for APY	\$0.00
Interest Earned	\$0.00

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00

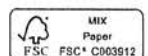


Exhibit J

United States > Washington > Shelton > Little Creek Casino Resort



Little Creek Casino Resort

91 W State Route 108, Shelton, WA 98584
(800) 667-7711

About this place



Amenities

- ✔ Swimming Pool
- ✔ Fitness Center
- ✔ Business Center
- ✔ Pets Allowed
- ✔ Free Parking
- ✔ No Smoking
- ✔ Free Internet

Hotel Quality:
3

Check-in:
16:00

Check-out:
11:00

Room Count:
190

Opening Hours:
Mon: 8am-5am
Tue: 8am-5am
Wed: 8am-5am
Thu: 8am-12am
Fri: 12am-12am
Sat: 12am-12am
Sun: 12am-12am

Payment
MasterCard
Visa



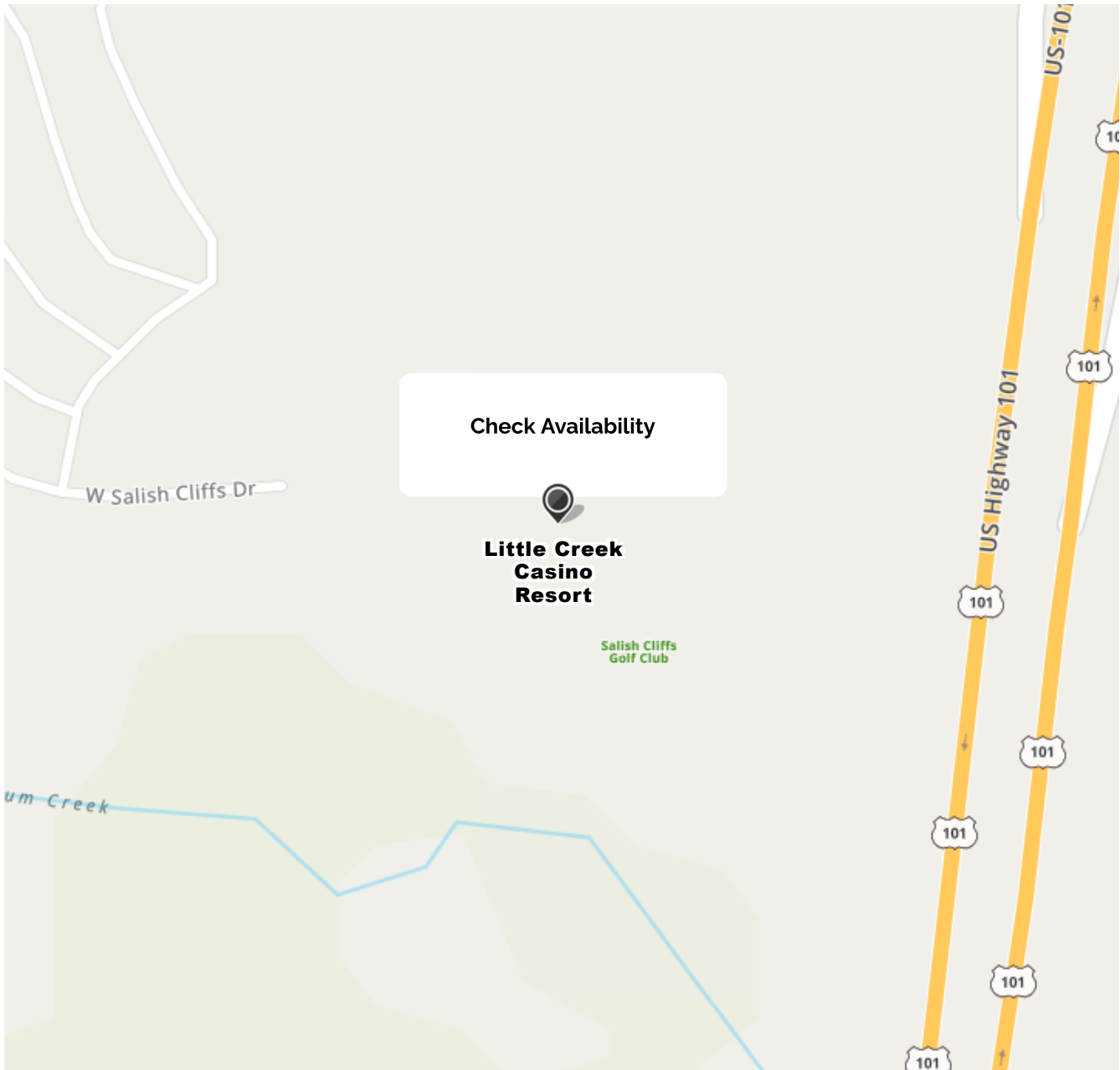
Description



Located 16 miles away from Olympia this resort offers a gaming floor and a variety of restaurants bars and cafes. All guest rooms include free Wi-Fi. Free guest parking is available. Guests of Little Creek Casino Resort can visit the colourful gaming floor with custom designed lighting. Featured games include slots table games Poker Blackjack Bingo and Keno. The resort offers both smoking and non-smoking gaming areas. A flat-screen TV with extended cable channels is provided in all guest rooms at Little Creek Casino Resort. For convenience all of the air-conditioned rooms include a work desk a microwave a refrigerator and a coffee maker. Spread out over 320 acres the award-winning 18-hole Salish Cliffs Golf Club is located at Little Creek Casino Resort. If guests prefer they can work out in the gym or visit the spa and wellness centre. An indoor pool and hot tub are also available. The Ridge Motor Sports Track is 15 minutes' drive away from this resort. Jarrell Cove State Park is 22 miles away.

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Partial Data by Foursquare.



United States > Washington > Lucky Dog Casino



Lucky Dog Casino

19330 N US Highway 101, Skokomish Nation, WA 98584
(360) 358-3847

About this place



Opening Hours

Mon 10:00 am - 12:00 am, 12:00 am - 2:00 am, Tue 12:00 am - 2:00 am, 10:00 am - 2:00 am, Wed - Thu 10:00 am - 2:00 am, Fri - Sat 10:00 am - 3:00 am, Sun 10:00 am - 12:00 am

Website

Take me there

Payment

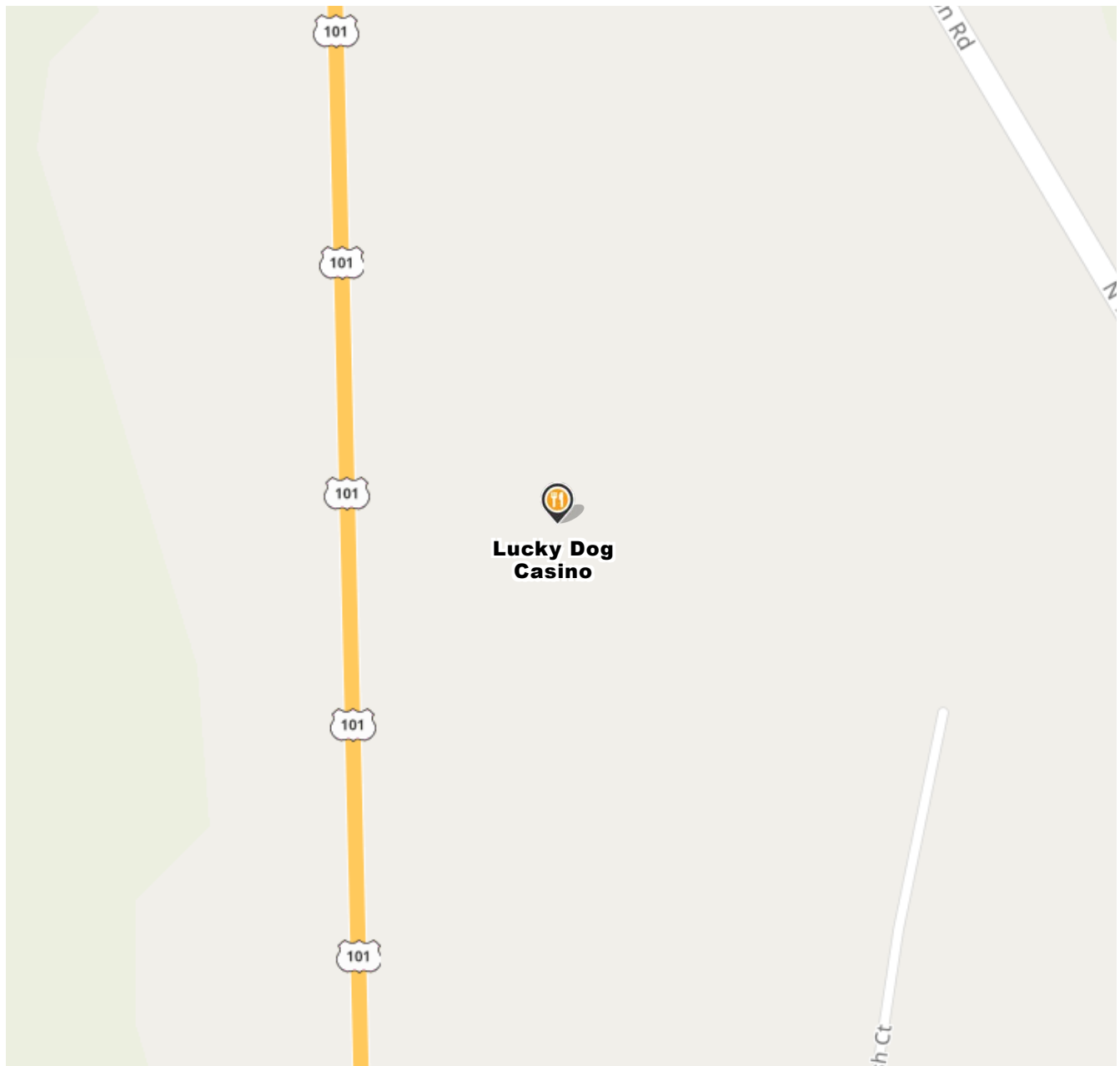
Amex
Debit
Diners Club
Discover
Master Card
Visa
Cash

Description



Lucky Dog Casino is located on US Highway 101 in Skokomish, Washington just north of Shelton & South of Hoodspoint. We are open 7 days a week from 10am - 2am Sunday through Thursday, and 10am - 3am Friday & Saturday. Become a Club Lucky member to earn great rewards. Lucky Dog Casino offers over 200 exciting and entertaining slot machine games. We invite people to dine at the Drift, open daily at 10:30am.





United States > Washington > Rochester > Lucky Eagle Casino & Hotel



Lucky Eagle Casino & Hotel

12888 188th Ave SW, Rochester, WA 98579
(360) 273-2000

About this place



Opening Hours:

Mon: 10am-2am
Tue: 10am-2am
Wed: 10am-2am
Thu: 10am-2am
Fri: 10am-4am
Sat: 10am-4am
Sun: 10am-2am



Description



Lucky Eagle Casino is an entertainment venue that features a range of slot machines and table games. It offers dining options that include a variety of menu items. The facility also includes a hotel that has an exercise center, spa, indoor pool and Jacuzzi suites. It conducts live music concerts and entertainment programs, as well as provides opportunities to watch football matches. Lucky Eagle Casino offers blackjack and bingo games. Additionally, the facility serves a selection of beers and wines, such as zinfandel, chardonnay, cabernet sauvignon, Coors Light and Bud Lite. Lucky Eagle Casino provides banquet and catering facilities for auctions, fashion shows, business meetings and birthday parties.

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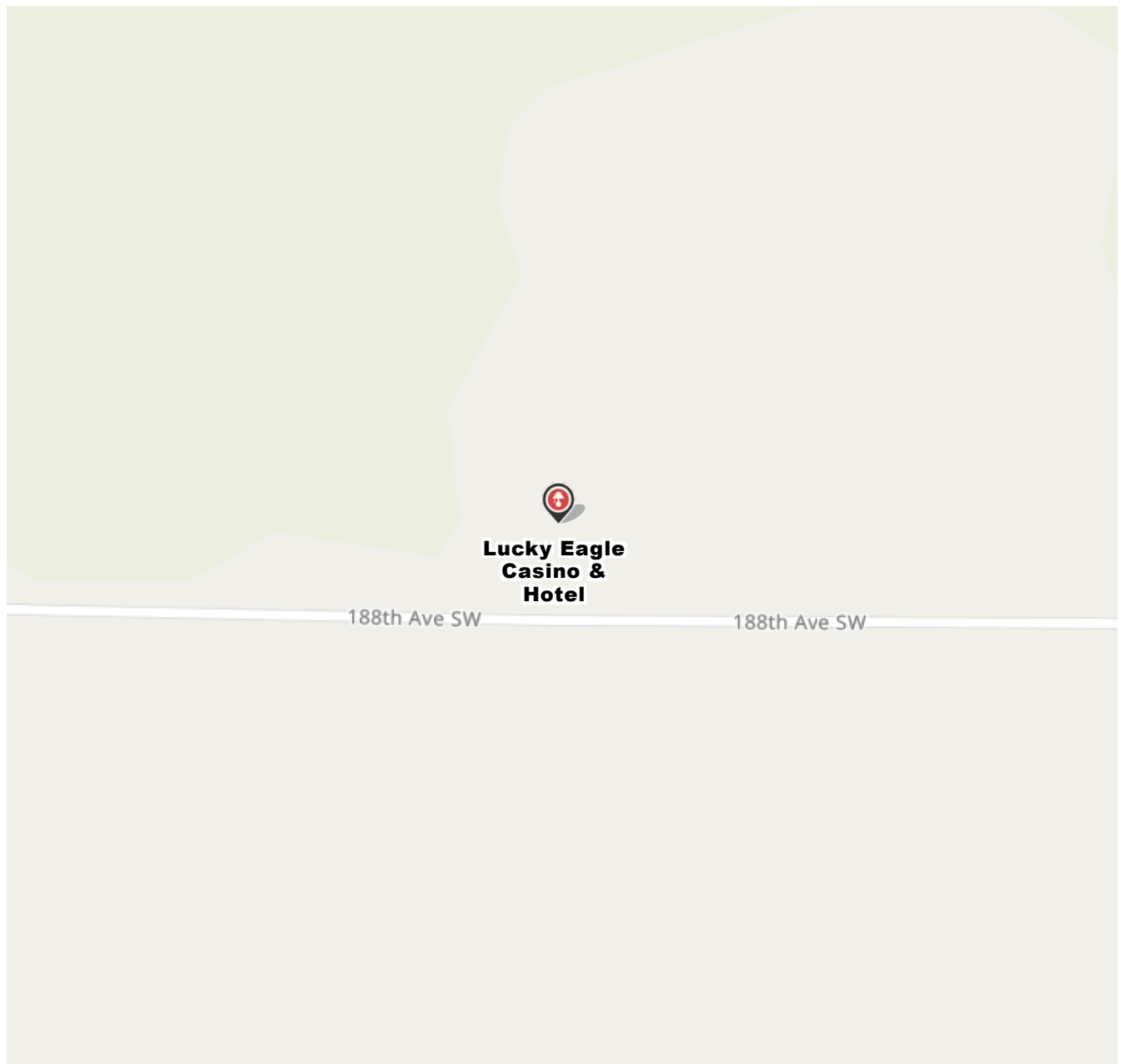


Exhibit K

Henry Cruz

From: Henry Warren <henryawarren@live.com>
Sent: Monday, November 15, 2021 5:07 PM
To: Henry Cruz
Subject: RE: ODC File No. 21-00466
Attachments: documented time.pdf; Key Bank Statements.pdf; letter to mom.pdf; partial disbursement.pdf

Attached are the requested documents. I will mail the western union receipts but, they are still hard to read and my safe had been in my moms safe and her number is 253-921-7866. I will continue to look for emails and other information and will provide it if I find anything.

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584
[REDACTED]

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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Friday, November 12, 2021 4:20 PM
To: [Henry Warren](#)
Subject: RE: ODC File No. 21-00466

Mr. Warren,

I still have not received any of the missing records and information described below that we have requested by subpoena. Please provide the requested records and information by Monday, November 15, 2021. You should be aware that failing to cooperate is, in itself, grounds for discipline and may subject you to interim suspension under ELC 7.2(a)(3).



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

Washington State Bar Association | ☎ 206.239.2123 | henryc@wsba.org

1325 Fourth Avenue, Suite 600 | Seattle, WA 98101-2539 | www.wsba.org

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From: Henry Warren <henryawarren@live.com>
Sent: Tuesday, November 9, 2021 1:37 PM
To: Henry Cruz <Henryc@wsba.org>
Subject: RE: ODC File No. 21-00466

Yes, sorry. I am getting the rest of this together and trying to keep up with the demands of my current cases. I should have everything by tomorrow afternoon.

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584


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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Monday, November 8, 2021 4:29 PM
To: [Henry Warren](#)
Subject: ODC File No. 21-00466
Importance: High

Mr. Warren,

I am following-up on the missing records and information we discussed at the deposition last week, including the following:

- 1) Bank statements and other bank records requested in the subpoena duces tecum;
- 2) The name and contact information of the third party in possession of your "cash box";
- 3) Copy of the letter drafted to your mother that contains instructions on how to access your "cash box";
- 4) Other emails you may have relating to the re-issuance of the \$67,666.34 check made out to you (check no. 5097);

- 5) Billing records from Mr. Schluetz's matter, which consists of an hours log;
- 6) Accounting (ledger) of expenditures made for Mr. Schluetz from the \$67,666.34 funds;
- 7) Court orders authorizing two early disbursements of the home sale proceeds in Mr. Schluetz's divorce matter;
- 8) Originals of two Western Union receipts that you stated you would mail to our office.

At the deposition, you stated that you would provide me these missing records and information by Friday, Nov. 5, 2021. I have not received any of the missing records or information. Will you be providing me these records and information?



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

Washington State Bar Association | ☎ 206.239.2123 | henryc@wsba.org

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Exhibit L

Alyssa Abrejera

From: Henry Warren <henryawarren@live.com>
Sent: Tuesday, December 14, 2021 10:58 AM
To: Henry Cruz
Subject: [External]RE: Warren/Schluetz (21-00466)

Sorry, I have been at KeyBank all morning so I would have a place to put the money instead of showing the camera which we all had our doubts as to how that would work. Unfortunately, they won't be able to open the individual trust account until Thursday or Friday at which time you will have proof the money exists besides having it fanned out on my desk which did not seem real secure either with all the transport etc. So this seemed to be the best solution and unbelievable that it looks like they will open the trust account now. I guess the rules have changed or I spoke to people who did not know what they were talking about but COVID may have lifted some of the restrictions but I will not be too excited until it is actually opened Thursday hopefully or Friday at latest.

Sorry, I did not mean to miss the meeting I was concentrating on opening an account and getting the money deposited first but it will be a couple more days if I get them the rest of the information which I am running down to them now.

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584
[REDACTED]

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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Tuesday, December 14, 2021 9:06 AM
To: [Henry Warren](#)
Subject: RE: Warren/Schluetz (21-00466)
Importance: High

Mr. Warren,

Will you be attending the meeting today? It was scheduled for 9am.



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

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From: Henry Cruz
Sent: Friday, December 10, 2021 2:45 PM
To: Henry Warren <henryawarren@live.com>
Subject: Warren/Schluetz (21-00466)

Mr. Warren,

Here is the Zoom information for the meeting next week.

Small Fishbowl is inviting you to a scheduled Zoom meeting.

Topic: Meeting In re Warren/Schluetz 21-00466
Time: Dec 14, 2021 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
<https://wsba.zoom.us/j/84078489316?pwd=V3YvY2MxUVh6a3NrZzh2ZVhPL2xydz09>

Meeting ID: 840 7848 9316
Passcode: 145749
One tap mobile
+12532158782,,84078489316#,,,,*145749# US (Tacoma)
+13462487799,,84078489316#,,,,*145749# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
833 548 0276 US Toll-free
833 548 0282 US Toll-free
877 853 5247 US Toll-free
888 788 0099 US Toll-free

Meeting ID: 840 7848 9316
Passcode: 145749
Find your local number: <https://wsba.zoom.us/j/kIM9k4GRk>



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

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Exhibit M

Alyssa Abrejera

From: Henry Warren <henryawarren@live.com>
Sent: Tuesday, December 14, 2021 1:04 PM
To: Henry Cruz
Subject: RE: [External]RE: Warren/Schluetz (21-00466)

yes

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584
[REDACTED]

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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Tuesday, December 14, 2021 1:00 PM
To: [Henry Warren](#)
Subject: RE: [External]RE: Warren/Schluetz (21-00466)

So the cash is still with your friend/client J [REDACTED] M [REDACTED] E [REDACTED]?



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

Washington State Bar Association | ☎ 206.239.2123 | henryc@wsba.org

1325 Fourth Avenue, Suite 600 | Seattle, WA 98101-2539 | www.wsba.org

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From: Henry Warren <henryawarren@live.com>
Sent: Tuesday, December 14, 2021 12:43 PM
To: Henry Cruz <HenryC@wsba.org>
Subject: RE: [External]RE: Warren/Schluetz (21-00466)

Key Bank in Shelton and his name is Steve Huynh and I did not go get the cash.

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584
[REDACTED]

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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Tuesday, December 14, 2021 12:04 PM
To: [Henry Warren](#)
Subject: RE: [External]RE: Warren/Schluetz (21-00466)

Mr. Warren,

A simple phone call or email about your plans before the scheduled interview would have sufficed so that we wouldn't have had to waste our time appearing and waiting for you.

Whom have you been speaking to at Key Bank today? Which Key Bank? Do you have the cash? If not, where is it?



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From: Henry Warren <henryawarren@live.com>
Sent: Tuesday, December 14, 2021 10:58 AM
To: Henry Cruz <Henryrc@wsba.org>
Subject: [External]RE: Warren/Schluet (21-00466)

Sorry, I have been at KeyBank all morning so I would have a place to put the money instead of showing the camera which we all had our doubts as to how that would work. Unfortunately, they won't be able to open the individual trust account until Thursday or Friday at which time you will have proof the money exists besides having it fanned out on my desk which did not seem real secure either with all the transport etc. So this seemed to be the best solution and unbelievable that it looks like they will open the trust account now. I guess the rules have changed or I spoke to people who did not know what they were talking about but COVID may have lifted some of the restrictions but I will not be too excited until it is actually opened Thursday hopefully or Friday at latest.

Sorry, I did not mean to miss the meeting I was concentrating on opening an account and getting the money deposited first but it will be a couple more days if I get them the rest of the information which I am running down to them now.

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584
[REDACTED]

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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Tuesday, December 14, 2021 9:06 AM
To: [Henry Warren](#)
Subject: RE: Warren/Schluet (21-00466)
Importance: High

Mr. Warren,

Will you be attending the meeting today? It was scheduled for 9am.



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel
Washington State Bar Association | ☎ 206.239.2123 | henryrc@wsba.org

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From: Henry Cruz
Sent: Friday, December 10, 2021 2:45 PM
To: Henry Warren <henryawarren@live.com>
Subject: Warren/Schluetz (21-00466)

Mr. Warren,

Here is the Zoom information for the meeting next week.

Small Fishbowl is inviting you to a scheduled Zoom meeting.

Topic: Meeting In re Warren/Schluetz 21-00466
Time: Dec 14, 2021 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
<https://wsba.zoom.us/j/84078489316?pwd=V3YvY2MxUVh6a3NrZzh2ZVhPL2xydz09>

Meeting ID: 840 7848 9316
Passcode: 145749
One tap mobile
+12532158782,,84078489316#,,,,*145749# US (Tacoma)
+13462487799,,84078489316#,,,,*145749# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
833 548 0276 US Toll-free
833 548 0282 US Toll-free
877 853 5247 US Toll-free
888 788 0099 US Toll-free

Meeting ID: 840 7848 9316
Passcode: 145749
Find your local number: <https://wsba.zoom.us/j/kIM9k4GRk>



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

Washington State Bar Association | ☎ 206.239.2123 | henryc@wsba.org

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Exhibit N

Alyssa Abrejera

From: Henry Warren <henryawarren@live.com>
Sent: Friday, December 17, 2021 3:54 PM
To: Henry Cruz
Subject: RE: [External]RE: Warren/Schluetz (21-00466)

I'm setting up the account and now I have to wait for my boss to get back to open the trust account. He gets back on Monday so it will be a couple more days. Sorry.

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584
[REDACTED]

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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Friday, December 17, 2021 9:23 AM
To: [Henry Warren](#)
Subject: RE: [External]RE: Warren/Schluetz (21-00466)

Mr. Warren,

Will you be providing proof today that the client funds have been deposited into an individual trust account, per your email below?



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel
Washington State Bar Association | ☎ 206.239.2123 | henryc@wsba.org
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From: Henry Warren <henryawarren@live.com>
Sent: Tuesday, December 14, 2021 10:58 AM
To: Henry Cruz <Henryc@wsba.org>
Subject: [External]RE: Warren/Schluet (21-00466)

Sorry, I have been at KeyBank all morning so I would have a place to put the money instead of showing the camera which we all had our doubts as to how that would work. Unfortunately, they won't be able to open the individual trust account until Thursday or Friday at which time you will have proof the money exists besides having it fanned out on my desk which did not seem real secure either with all the transport etc. So this seemed to be the best solution and unbelievable that it looks like they will open the trust account now. I guess the rules have changed or I spoke to people who did not know what they were talking about but COVID may have lifted some of the restrictions but I will not be too excited until it is actually opened Thursday hopefully or Friday at latest.

Sorry, I did not mean to miss the meeting I was concentrating on opening an account and getting the money deposited first but it will be a couple more days if I get them the rest of the information which I am running down to them now.

Best Regards,

Henry Warren
Attorney at Law

P.O. Box 1371
1800 Olympic Hwy S.
Shelton, WA 98584
[REDACTED]

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Sent from [Mail](#) for Windows 10

From: [Henry Cruz](#)
Sent: Tuesday, December 14, 2021 9:06 AM
To: [Henry Warren](#)
Subject: RE: Warren/Schluet (21-00466)
Importance: High

Mr. Warren,

Will you be attending the meeting today? It was scheduled for 9am.



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

Washington State Bar Association | ☎ 206.239.2123 | henryc@wsba.org

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From: Henry Cruz
Sent: Friday, December 10, 2021 2:45 PM
To: Henry Warren <henryawarren@live.com>
Subject: Warren/Schluetz (21-00466)

Mr. Warren,

Here is the Zoom information for the meeting next week.

Small Fishbowl is inviting you to a scheduled Zoom meeting.

Topic: Meeting In re Warren/Schluetz 21-00466
Time: Dec 14, 2021 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
<https://wsba.zoom.us/j/84078489316?pwd=V3YvY2MxUVh6a3NrZzh2ZVhPL2xydz09>

Meeting ID: 840 7848 9316
Passcode: 145749
One tap mobile
+12532158782,,84078489316#,,, *145749# US (Tacoma)
+13462487799,,84078489316#,,, *145749# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
833 548 0276 US Toll-free
833 548 0282 US Toll-free
877 853 5247 US Toll-free
888 788 0099 US Toll-free

Meeting ID: 840 7848 9316
Passcode: 145749
Find your local number: <https://wsba.zoom.us/j/84078489316?pwd=V3YvY2MxUVh6a3NrZzh2ZVhPL2xydz09>



Henry Cruz | Disciplinary Counsel | Office of Disciplinary Counsel

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Exhibit O

December 31, 2021

Henry A. Warren (*VIA EMAIL ONLY*)
PO Box 783
Shelton, WA 98584-0783

Michael Schluetz
DOC #948479
Airway Heights Corrections Center
PO Box 2049
Airway Heights, WA 99001-2049

Re: Grievance filed by Michael Schluetz against Henry A. Warren
ODC File No. 21-00466

Dear Henry A. Warren and Michael Schluetz:

We have completed our investigation and write to advise you of our conclusions before we report this matter to a Review Committee of the Disciplinary Board. Our analysis is based on interviews of Henry Warren, Sally Warren (hereinafter “Sally”)¹, John Bonin, and David Gates and a review of the documentation listed at the end of this letter.

We are recommending that the Review Committee order the matter to hearing. If you wish to provide additional information or address our analysis, you should send it to me before January 14, 2022. The Review Committee will be provided with the documentation listed at the end of this letter and anything further that you send to us. All materials will become public when and if the Review Committee orders the matter to hearing or orders an admonition be issued, unless the materials are covered by a protective order.

In April 2021, Michael Schluetz submitted a grievance against Warren expressing concerns that Warren was using Schluetz’s client funds for Warren’s own personal use without Schluetz’s permission.

¹ First names are used to avoid confusion. No disrespect is intended.



FACTS AS DISCLOSED BY INVESTIGATION

On or about January 3, 2019, Warren agreed to represent Schluetz in a dissolution matter. Warren and Schluetz agreed that Warren's fees and costs would be paid out of Schluetz's share of the proceeds from the pending sale of the marital residence.

On or about April 19, 2019, Schluetz began serving an 89-month prison sentence in an unrelated criminal matter. According to Schluetz, Schluetz's scheduled release date is October 9, 2025.

In June 2019, Schluetz's marital residence was sold. The proceeds from the sale totaled \$209,076.86. On June 7, 2019, the court ordered the proceeds from the sale of the marital residence to be deposited into the trust account of David Gates, who represented Schluetz's spouse. On June 28, 2019, the home sale proceeds were deposited into Gates's trust account. By agreement of the parties, each party was to receive a partial distribution of \$5,000 from the home sale proceeds. On July 1, 2019, Gates's law firm issued a check for \$5,000 made out to "Henry A. Warren, Trust Account" (check no. 4953).² Warren did not have a trust account.³

On or about July 26, 2019, Warren mailed a copy of check no. 4953 to Schluetz along with a letter. In that letter, Warren stated that the \$5,000 would be "put in trust and held until we/you decide how it is to be distributed. Just as any money you receive will be put into a trust account." Warren also stated in the letter that Warren would either open an individual trust account for Schluetz or use the trust account of John Bonin, a lawyer for whom Schluetz was doing contract work at the time. According to Warren, Warren attempted to open an individual trust account for Schluetz, but could not because Warren did not have a business license. Warren also could not place Schluetz's funds in Bonin's trust account because Schluetz was not a client of Bonin's law firm. Warren never deposited check no. 4953 into a trust account.

On September 10, 2019, at Warren's request, Gates's law firm issued a check for \$5,000 made out to "Henry A. Warren" (check no. 4996) and voided check no. 4953. Those funds still belonged to Schluetz as a partial distribution of Schluetz's share of the home sale proceeds. Warren did not deposit those funds into a trust account. Instead, Warren cashed check no. 4996 and used the funds for Warren's own use. Warren did not notify Schluetz in writing of Warren's intent to do this prior to cashing the check.

On October 24, 2019, Gates's law firm sent Warren a check for \$67,666.34 made out to "Michael Schluetz" (check no. 5038). The funds were the final disbursement of Schluetz's share of the home sale proceeds. On or about October 25, 2019, Warren mailed a copy of check no. 5038 to Schluetz along with a letter. In that letter, Warren stated that the funds "can go in a trust account" and

² On July 1, 2019, Gates's firm initially issued a \$5,000 check to "Hank A Warren, Trust Account" (check no. 4952). Gates's firm voided check no. 4952 and issued check no. 4953 that same day.

³ At a deposition on November 4, 2021, Warren testified that Warren could not open a trust account because Warren did not have a business license. Warren further testified that Warren did not obtain a business license because Warren owed taxes to the Department of Revenue.

“[i]f it should go into a trust account, I will put it in Jon Bonin’s trust” account. In the letter, Warren also asked Schluetz what to do with the funds.

On or about October 25, 2019, Warren also mailed Schluetz an invoice for Warren’s legal fees and costs. Warren charged Schluetz \$9,250 in legal fees and \$659.50 in costs paid by Warren. Warren deducted the \$5,000 from check no. 4996 that Warren had already disbursed to himself, which left a balance of \$4,909.50.

In a letter dated November 11, 2019, Schluetz told Warren that Schluetz did not know what to do with Schluetz’s funds, and also requested a 15-20% discount on Warren’s legal fees. Warren later agreed to the 15% discount on legal fees.

At some point in November or December of 2019, Warren and Schluetz agreed that Warren would open a bank account in Schluetz’s name and deposit the funds in that account. In a letter mailed to Schluetz in November or December of 2019,⁴ Warren stated that Warren did not have a trust account and Bonin did not want to be responsible for Schluetz’s funds.⁵ Warren enclosed a Power of Attorney with the letter and stated that Warren would set up a bank account for Schluetz, deposit Schluetz’s funds into that account, and make expenditures for Schluetz as needed. Warren also stated in the letter that Warren would provide Schluetz with a “detailed accounting of your expenditures as they are made and they will not be made without your permission.” Warren never provided Schluetz with any accounting of expenditures that Warren made with Schluetz’s funds.

In a letter dated December 29, 2019, Schluetz acknowledged receipt of the Power of Attorney, requested changes to the document, and also requested Warren to provide a copy of bank statements. Warren never provided Schluetz with any bank statements. In a letter dated January 13, 2020, Warren confirmed with Schluetz that Warren would provide an accounting upon request. In that letter, Warren also stated to Schluetz that Warren would withdraw Warren’s remaining fees from Schluetz’s bank account once the account was opened, but would run the final number by Schluetz.

In a letter dated January 23, 2020, Schluetz requested an accounting of expenditures semi-annually along with a copy of the bank statements for the relevant periods. Enclosed with Schluetz’s letter was a notarized Power of Attorney dated January 29, 2020.

⁴ The letter is dated October 25, 2019. However, in a deposition on November 4, 2021, Warren testified that the date was wrong and it was more likely that the letter was drafted and mailed sometime in November or December 2019.

⁵ At a deposition on November 4, 2021, Warren testified that Warren had only asked Bonin if Warren could deposit Schluetz’s funds into Bonin’s general client trust account. Warren further testified that Warren never had asked Bonin if Bonin could assist Warren in opening an individual trust account for Schluetz. Warren later testified at the deposition that Bonin recently approached Warren about helping Warren open an individual trust account, but that Warren has not yet taken any steps to open one with Bonin’s assistance.

On or about February 4, 2020, Warren received the notarized Power of Attorney. On February 4, 2020, Warren emailed Gates about whether check no. 5038 was still valid. On that same date, Gates told Warren by email that the check would be good for six months and therefore was still valid.

According to Warren, between February 4 and 7, 2020, Warren attempted to open a bank account for Schluetz using the Power of Attorney at three banks: Key Bank and Peninsula Credit Union in Shelton, WA, and Kitsap Bank in Belfair, WA. Also according to Warren, none of the banks would open an account in Schluetz's name without Schluetz's physical presence. On February 7, 2020, upon Warren's request, Gates's firm voided check no. 5038 and issued a new check for \$67,666.34 made out to "Henry Warren As Attorney In Fact For Michael Schluetz" (check no. 5096). According to Warren, Kitsap Bank still would not open a bank account in Schluetz's name with check no. 5096. That same day, again upon Warren's request, Gates's firm voided check no. 5096 and issued another check for \$67,666.34 made out to "Henry Warren" (check no. 5097).

On February 7, 2020, Warren opened a checking account at Kitsap Bank in Warren's name (account no. 0811) and deposited check no. 5097 into that checking account. At that time, with the 15% discount of legal fees, Schluetz owed Warren \$3,522 in legal fees and costs. Warren took \$2,000 in cash from check no. 5097,⁶ so the amount deposited into account no. 0811 was \$65,666.34. On February 11, 2020, Warren withdrew another \$2,000 by check from account no. 0811, leaving a balance of \$63,666.34.

Between February 24, 2020 and February 12, 2021, when account no. 0811 was closed, Warren withdrew all of Schluetz's funds. During that period, only \$2,267.35 was withdrawn for the benefit of Schluetz. Warren converted the remainder of Schluetz's funds (\$61,565.14) for Warren's own use. Most of the withdrawals from account no. 0811 were cash withdrawals at multiple casinos. Schluetz did not authorize Warren to use any of Schluetz's funds for Warren's own use.

In letters dated February 26, 2020 and June 1, 2020, Schluetz requested Warren to provide an itemized accounting of all deductions from the \$67,666.64 and a copy of bank statements showing all transactions. Warren never provided any of this information to Schluetz. From March 2020 to March 2021, Schluetz attempted to communicate with Warren on multiple occasions to find out where Schluetz's funds were. Warren never informed Schluetz that Warren was never able to open a bank account in Schluetz's name,⁷ that Warren had check no. 5038 voided and

⁶ At the deposition on November 4, 2021, Warren testified that Warren transferred the \$2,000 in cash to Warren's cash savings that, as discussed below, Warren designated as Schluetz's funds.

⁷ Warren's testimony at the deposition on whether Warren told Schluetz that Schluetz's funds were in a bank account was inconsistent. Warren initially testified that Warren had lied to Schluetz by telling Schluetz that the funds were held in an account at Key Bank. Warren later testified that Warren was not sure if Warren told this to Schluetz.

obtained a check for Schluetz's funds in Warren's name, or that Warren had deposited Schluetz's funds in a bank account under Warren's name.

In response to this grievance, Warren claimed that Schluetz's funds were being held by Warren in cash. According to Warren, Warren had savings in cash totaling approximately \$70,000 secured at an undisclosed location. Warren stated that, after depositing Schluetz's funds into the Kitsap Bank account, Warren designated the cash savings as Schluetz's funds and the money held in the Kitsap Bank account as Warren's funds.⁸ On November 15, 2021, Warren claimed that the cash had been located in a safe at the home of Warren's mother, Sally. In an interview with an ODC investigator, Sally stated that, during the weekend of November 13, 2021, Warren visited Sally and told Sally that Warren had taken cash from the safe. However, Sally did not see the cash. Sally also stated that Sally never knew Warren had kept cash in the safe and never saw cash in the safe.

At an interview with ODC on December 10, 2021, Warren claimed that the cash was now in a safe at the home of JME,⁹ a friend and former client of Warren.¹⁰ At the same interview, ODC requested Warren to bring the cash to an interview on December 14, 2021, which Warren agreed to do. Warren failed to appear at the December 14, 2021 interview. In an email later that day, Warren claimed that Warren was not able to attend the interview because Warren was attempting to open an individual trust account at Key Bank in Shelton, WA to deposit the cash. Warren further claimed in the email that Key Bank would be able to open the individual trust account on December 16 or 17, 2021 and that Warren would provide evidence of the cash deposited into the account at that time. Warren failed to provide such evidence. To date, Warren has not provided any evidence that the cash exists.

VIOLATION ANALYSIS

RPC 1.15A(b) provides that a lawyer "must not use, convert, borrow or pledge client or third person property for the lawyer's own use." RPC 8.4(b) provides that a lawyer shall not commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer. RPC 8.4(c) provides that the lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation. RPC 8.4(i) prohibits a lawyer from committing "any act involving moral turpitude, or corruption . . . which reflects disregard for the rule of law[.]"

Theft is defined in part as follows: "To wrongfully obtain or exert unauthorized control over the property or services of another or the value thereof, with intent to deprive him or her of such property or services[.]" RCW 9A.56.020(1)(a). The terms "wrongfully obtain" or "exert unauthorized control" include "[h]aving any property or services in one's possession, custody or

⁸ Warren did not inform Schluetz of this. Schluetz was not aware that Warren was allegedly holding Schluetz's funds in a cash until Schluetz received Warren's response to the grievance.

⁹ Initials are used to protect confidential client information.

¹⁰ ODC has attempted to speak with JME on multiple occasions to verify Warren's claim, but JME has not returned ODC's calls.

control as . . . attorney . . . , to secrete, withhold, or appropriate the same to his or her own use or to the use of any person other than the true owner or person entitled thereto.” RCW 9A.56.010(23)(b). This form of theft, known as embezzlement, “occurs where property that is lawfully in the taker's possession is fraudulently or unlawfully appropriated by the taker.” In re Disciplinary Proceeding Against Schwimmer, 153 Wn.2d 752, 760–61, 108 P.3d 761 (2005) (quotation omitted). “[E]mbezzlement involves a violation of trust and does not require proof of intent to permanently deprive the owner of the property taken.” Id. at 761 (quotation omitted). By misappropriating Schluetz’s funds for Warren’s own use, it appears that Warren violated RPC 8.4(b) (by committing the crime of theft), RPC 8.4(c), and/or RPC 8.4(i), as well as RPC 1.15A(b).

A lawyer must deposit all client funds into a trust account. RPC 1.15A(c), (h). By failing to deposit Schluetz’s funds into a trust account, it appears that Warren violated RPC 1.15A(c) and (h).

RPC 1.15A(e) provides that a lawyer “must promptly provide a written accounting to a client or third person after distribution of property or upon request.” By failing to provide a written accounting to Schluetz, it appears that Warren violated RPC 1.15A(e).

RPC 1.4 requires, among other things, that a lawyer keep the client reasonably informed about the status of a matter, promptly comply with the client’s reasonable requests for information, and explain a matter to the client to the extent reasonably necessary to allow the client to make informed decisions regarding the representation. By failing to respond to Schluetz’s reasonable requests for information about the client funds and by failing to advise Schluetz about the location of the client funds, it appears that Warren violated RPC 1.4.

Finally, a lawyer, in connection with a disciplinary matter, shall not knowingly make a false statement of material fact. RPC 8.1(a). Further, a lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation, RPC 8.4(c) or that is prejudicial to the administration of justice. RPC 8.4(d). Here, Warren appears to have made false statements to ODC during the grievance investigation regarding the existence and whereabouts of the alleged cash, evidence of which Warren has failed to provide despite multiple requests by ODC. In doing so, it appears that Warren violated RPC 8.1(a), 8.4(c), and/or 8.4(d).

Because it appears that Warren violated the RPC, we will be forwarding this matter to a Review Committee for its consideration. The Review Committee has wide discretion and may dismiss the grievance, dismiss with an advisory letter, issue an admonition, or order the matter to a hearing for a public determination of the violations and the appropriate disciplinary sanction.

SANCTION ANALYSIS

The Washington Supreme Court has held that the American Bar Association Standards for Imposing Lawyer Sanctions (1991 ed. & Feb. 1992 Supp.) (“ABA Standards”) provide the appropriate framework to impose disciplinary sanctions. In re Disciplinary Proceeding Against Halverson, 140 Wn.2d 475, 492, 998 P.2d 833 (2000). The ABA Standards require examination of (1) the duty violated, (2) the lawyer’s mental state, (3) the extent of actual or potential for injury caused by the lawyer’s conduct, and (4) aggravating and mitigating factors.

The nature of the duty violated together with the lawyer's mental state and any potential injury generally determine the presumptive sanction to be applied. ABA Standard 4.1 applies to the duty to preserve client property. ABA Standard 4.4 is most applicable to the duty to reasonably communicate with a client. ABA Standard 5.1 applies to cases involving theft and conduct involving dishonesty. Copies of the pertinent ABA Standards are enclosed.

It appears Warren acted with intent to deprive Schluetz of over \$60,000, thereby committing theft. It also appears Warren acted intentionally in lying to ODC about the existence and whereabouts of the alleged cash. Respondent's conduct seriously adversely reflects on Respondent's fitness to practice law. The presumptive sanction thus appears to be disbarment.

It also appears Warren, at a minimum, knowingly mishandled Schluetz's funds and knowingly failed to communicate with Schluetz about the funds. The actual injury appears to be that Schluetz has been deprived of their funds and of knowing where their funds are located or how much is left, and that the funds were not protected in a trust account. Thus, the presumptive sanction for this conduct appears to be suspension.

We believe the following aggravating factors identified in ABA Standard 9.22 may be raised:

- (b) dishonest or selfish motive;
- (c) a pattern of misconduct;
- (d) multiple offenses;
- (g) refusal to acknowledge wrongful nature of conduct; and
- (i) substantial experience in the practice of law (admitted to practice law in 2000).

We believe the following mitigating factors identified in ABA Standard 9.32 may be raised:

- (a) absence of a prior disciplinary record.

Aggravating or mitigating factors may cause the sanction to vary from the presumptive sanction.

REQUEST FOR RECOMMENDATION UNDER ELC 7.2(a)(1)

ELC 7.2(a)(1)(A) provides that a respondent may be suspended from the practice of law during the pendency of any proceeding if "it appears that a respondent's continued practice of law poses a substantial threat of serious harm to the public and a review committee recommends an interim suspension."

The extensive pattern of misconduct described above, including theft of over \$60,000 of client funds over a 12-month period and intentionally lying to ODC, establishes that Warren poses a risk to the public under ELC 7.2(a)(1)(A). We therefore ask the review committee to recommend an interim suspension.

CONCLUSION

For the reasons set forth above, the Office of Disciplinary Counsel is recommending that the Review Committee order the matter to hearing. The Review Committee will advise you of its decision.

Sincerely,

A handwritten signature in black ink, appearing to be 'H. Cruz', written in a cursive style.

Henry Cruz
Disciplinary Counsel

DOCUMENTATION¹¹

1. ____ Disciplinary Counsel's analysis letter (with attachments, if applicable)
2. X Grievance
 - Grievance received on April 9, 2021
3. X Respondent's response to grievance and/or deposition (and Disciplinary Counsel's request for response, if applicable)
 - Response received on June 11, 2021
 - Respondent's deposition taken on November 4, 2021
 - Exhibits 1-43 to Respondent's deposition taken on November 4, 2021
4. X Additional correspondence (from respondent, grievant or third parties)
 - Letter from J Michelle Royne for David Gates Law (with attachments), dated November 3, 2021
 - Email from Respondent to ODC re deposition and records, dated November 4, 2021
 - Email from Respondent to ODC re missing records/information (with attachments), dated November 15, 2021
 - Email from Respondent to ODC re client ledger (with attachment), dated November 19, 2021
 - Email from Respondent to ODC re Sept 2020 bank statement (with attachment), dated November 22, 2021
 - Email from ODC to Respondent re Zoom call, dated December 9, 2021
 - Email from Respondent to ODC re Zoom call, dated December 9, 2021
 - Email from ODC to Respondent re Zoom info, dated December 10, 2021
 - Email from ODC to Respondent re Zoom meeting today, dated December 14, 2021

¹¹ In accordance with the General Rules, the following personal identifiers will be redacted from the documents sent to the Review Committee: Social Security numbers, financial account numbers, and driver's license numbers.

- Email from Respondent to ODC re missed Zoom meeting and cash, dated December 14, 2021
 - Email from ODC to Respondent re Zoom meeting today, dated December 14, 2021
 - Email from Respondent to ODC re bank info and cash location, dated December 14, 2021
 - Email from ODC to Respondent re cash location, dated December 14, 2021
 - Email from Respondent to ODC re cash location, dated December 14, 2021
 - Email from ODC to Respondent re proof of individual TA and client funds, dated December 17, 2021
 - Email from Respondent to ODC re proof of individual TA and client funds, dated December 17, 2021
5. ____ Client File (all or selected documents)
6. X Court and other records (including dockets)
- Respondent's PayPal Prepaid MasterCard (Bancorp) account transactions (*available to the Review Committee on request*)
7. ____ Witness statements and/or depositions (other than Respondent's)

ABA Standard 4.1 - Failure to Preserve the Client's Property

- 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
- 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
- 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.
- 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with client property and causes little or no actual or potential injury to a client.

ABA Standard 4.4 - Lack of Diligence

- 4.41 Disbarment is generally appropriate when:
 - (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
 - (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
 - (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.
- 4.42 Suspension is generally appropriate when:
 - (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or
 - (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.
- 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.
- 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes little or no actual or potential injury to a client.

ABA Standard 5.1 - Failure to Maintain Personal Integrity

- 5.11 Disbarment is generally appropriate when:
 - (a) a lawyer engages in serious criminal conduct, a necessary element of which includes intentional interference with the administration of justice, false swearing,

misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses; or

- (b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

- 5.12 Suspension is generally appropriate when a lawyer knowingly engages in criminal conduct which does not contain the elements listed in Standard 5.11 and that seriously adversely reflects on the lawyer's fitness to practice.
- 5.13 Reprimand is generally appropriate when a lawyer knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer's fitness to practice law.
- 5.14 Admonition is generally appropriate when a lawyer engages in any other conduct that reflects adversely on the lawyer's fitness to practice law.

WASHINGTON STATE
BAR ASSOCIATION
Office of Disciplinary Counsel

Henry Cruz
Disciplinary Counsel
Direct line: (206) 239-2123
E-mail: Henryrc@wsba.org

January 20, 2022

Henry A. Warren (*via email only*)
Henry A. Warren
PO Box 783
Shelton, WA 98584-0783

Michael Schluetz
DOC #948479
Airway Heights Corrections Center
PO Box 2049
Airway Heights, WA 99001-2049

Re: Grievance filed by Michael Schluetz against Henry A. Warren
ODC File No. 21-00466

Dear Henry A. Warren and Michael Schluetz:

On December 31, 2021, we sent a letter informing you that we had completed our investigation and were writing to advise you of our conclusions before we reported this matter to a Review Committee of the Disciplinary Board. Since then, we received the following additional information.

As provided in our December 31, 2021 letter, Warren told ODC that the cash that Warren claims constitutes Schluetz's funds was located in a safe at the home of JME¹, a friend and former client of Warren. On January 3, 2022, an ODC investigator was able to interview JME by telephone. At that interview, JME told the ODC investigator that Warren never placed cash in JME's safe and that JME never held any money for Warren in JME's safe. Thus, it appears Warren has made a false statement of material fact to ODC during the grievance investigation, in violation of RPC 8.1(a), 8.4(c), and/or 8.4(d).

We will be submitting this letter, along with the other materials listed in our December 31, 2021 letter, to the Review Committee for its review of our recommendation to order the matter to hearing.

¹ Initials are used to protect confidential client information.



Sincerely,

A handwritten signature in black ink, appearing to be 'H Cruz', written in a cursive style.

Henry Cruz
Disciplinary Counsel

Exhibit P

Henry Cruz

From: Henry Warren <henryawarren@live.com>
Sent: Friday, January 14, 2022 7:43 AM
To: Henry Cruz
Subject: [External]Schluetz grievance (ODC 21-00466)
Attachments: Warren's Final Response.docx

Mr. Cruz,

Attached please find my final response to your investigation and see that it is provided to the Board for review as well. I don't believe that I should be suspended pending their decision (or at all) since this is an isolated incident and there is no indication I am a risk to any of my other clients now or that anyone suffered an injury or there was a risk of potential injury since I have been overly careful with the money and I am not acting as his attorney but pursuant to the Power of Attorney and he still wants me to be in control of his money according to the last response that I saw.

Thank you for your time,

Henry Warren

Sent from [Mail](#) for Windows

January 14, 2022

Washington State Bar Association
Office of Disciplinary Counsel
caa@wsba.org

Re: ODC File: 21-00466
Grievance filed by Michael Schluetz

Dear madam or sir,

I vehemently deny the conclusions drawn from Mr. Cruz' investigation. This boils down to him not believing I have the grievant's money safeguarded and I can plainly say that safeguarding the grievant's money has been my only objective since receiving the money and there are no facts to refute that. The plan was to open a savings or checking account for Mr. Schluetz and he executed a power of attorney to accomplish that. The power of attorney did not work for the banks and I was not able to open an account despite trying several different ways and several different people.

I tried to explain that to Mr. Schluetz but then he cursed me out and saying "what kind of fu#*ing attorney can't open a bank account." While insulting, it rang with truth to me and I assumed I would figure out a way or regulations would ease up with the new COVID protocols and signature requirements would change. However, they never did. Even over the last three weeks, I have been working with Steve Huynh of the Shelton Key Bank who had to submit the power of attorney and other information to their legal department. Apparently they need more information since I still have not been able to open an individual trust account for Mr. Schluetz,, if that is what he even wants. I don't know what Mr. Schluetz wants me to do with the money at this point, The last response I saw from him said he would like me to continue to take care of his money, buy his commissary and whatever else he may need as his power of attorney under the same fee agreement which is based on each transaction.

Mr. Cruz wanted me to bring the cash to my office to show him on camera. When he first suggested this he raised the point of how can I keep the money safe if I was going to bring it to the office to show him. Over that weekend, I kept thinking the same thing so, instead of putting the money at risk, I met Mr. Huynh at Key Bank about setting up the individual trust account. After a couple appointments Mr. sent the information to their legal dept. and it has still hit a snag, needing more information and another person's signature and I do not want to get anyone else involved in this investigation.

Which brings up the point that I am acting as Mr. Schluetz attorney in fact under the properly executed power of attorney and not as his divorce attorney. He insisted that my job was over as his attorney and he would not pay me those rates for just making a few transactions per year. He insisted that he not be billed at attorney rates since we agreed that I was not performing work as an attorney justifying my hourly rate so he asked me to submit a proposal for a fee arrangement which we ended up negotiating and agreeing on a fee arrangement which was much different. I agreed since our case was concluded and I was not going to be opening my own trust

account so I would not to be his attorney any longer but acting under a power of attorney that I drafted and he revised before executing. The fee scale we came up with had Mr. Schluetz pay a set up fee and transaction fees. I never sent him legal mail after that either. I am still acting as his fiduciary in that I am still power of attorney and I won't give anyone else control of the money until I hear from Mr. Schluetz. I offered to drive to Airway Heights to discuss all of these issues in person but he said he did not want to see me and filed this complaint, I tried to tell him this was not the right forum to address this issue. The money has been safe but this investigation has put the money at risk by having me divulge its location and transport it from where it was when nobody had a clue where it was before and there were safeguards in place in case anything happened to me.

My mentor and former employer, the late Jeanette Boothe, asked me to take his case and she was going to handle the proceeds of the sale and she would ensure I got paid. I had a lien on the sales proceeds under our fee agreement. At the time, Ms. Boothe told me that I should not put the money in an account under my name due to my accounts being garnished in the past. My mother took me off as a signer on her bank accounts to be safe years ago. I also did not want to start handling client funds now and open a trust account. It seems most of the grievances involve trust accounts and I did not want the hassle I had opened an IOLTA trust account in 2000 but never used it and closed it a couple years later. I realized that it was easier to do cases on a flat rate basis.

Mr. Cruz is asking for an immediate suspension saying I am a danger or continued threat to clients and I find that offensive. I do not handle client funds now and never really had. Opposing counsel usually took care of any of those issues but that was rare given my caseload. This is the one time I did handle Mr. Schluetz funds but not as an attorney, as his attorney in fact pursuant to the power of attorney, so I could buy things for Mr. Schluetz. I am continuing to safeguard his property as his attorney in fact until I hear what he wants me to do with it. I don't know if he wants it in the individual trust account and that is if I am ever able to open one up. It never crossed my mind that it would be impossible to open a bank account for another person.

In the meantime, Mr. Schluetz has had all of his orders placed with the only missed order being when he did not want anything and I asked several times if he was sure. He then mailed me a request at the last minute and I could not place the order in time. I have asked if there was anything he would like to buy or invest in and he says no. So, I can only safeguard his money until I can get it into an account in his name. It would not be wise for me to open an account in my name since it would not be safe. That is why it was withdrawn as fast as it was from the Kitsap Bank. Tried go get it out as fast as possible without raising any red flags for me since it was in my name.

I know this is an unusual scenario but, the bottom line is that the money is safe, Mr. Schluetz has not been prejudiced or damaged in any way, and he has gotten everything he has asked for. None of these issues caused Mr. Schluetz any injury and there was no potential for injury created by my conduct. I did not communicate well with him but that was once I was just his power of attorney and he would only yell at me once I answered the phone. He would be mad because I did not answer his calls all of the time. It is not like he called at good times. It was usually during dinner or Court and I can't call him back. So, he would be mad and always

in a hurry to get his order made and I never had a chance to say much and did not want to say anything on the recorded line either. He was not using the attorney phone and had to pay for the calls so he hurried more than my clients who use an attorney phone call.

Based on the fact I have been acting as the attorney in fact under the properly executed power of attorney that he revised and not acting as his divorce attorney, the grievance should be dismissed. If the Board is not so inclined, please be cognizant of the fact that I have never handled clients moneys before and will not in the future. I was not acting as his attorney in regards to the proceeds. I still have the money safeguarded awaiting instruction from Mr. Schluetz who wants me to continue to make purchases and put some of it on his books and I will as soon as I hear from him or if he allows me to go visit him. This conduct has not caused any injury to Mr. Schluetz and there was no potential for serious injury created since I had safeguards in place to protect his money.

Please don't suspend or disbar me, I have never had any disciplinary action taken against me in the past. My career has finally taken off after twenty years of toiling around working on and off for Jeanette Boothe and scraping by on my own representing friends and family. I had issues with alcohol which I have taken control of by going to Schick Shadel and have not touched a drop of alcohol in six and a half years I(not even through this situation have I stumbled and I am pretty proud of that and Schick Shadel). Mr. Bonin hired me a couple years ago and I am looking at being a partner in his firm that has been taking off in Mason County. Obviously, it would be devastating for me to lose this opportunity.

Thank you for your consideration,

/s/

Henry A. Warren, WSBA #30360
Attorney at Law

IN THE SUPREME COURT OF THE STATE OF
WASHINGTON

In re

Henry A. Warren,

Lawyer (Bar No. 30360).

Supreme Court No. _____

DECLARATION OF
DISCIPLINARY
COUNSEL

I, Henry Cruz, declare and state:

1. I am over the age of eighteen years and competent to testify. I make the statements in this declaration from my review of the records of the Office of Disciplinary Counsel (ODC), which are maintained in the ordinary course of business.

2. I am the disciplinary counsel assigned to the disciplinary proceeding against Respondent lawyer Henry A. Warren.

3. Respondent was admitted to practice law in Washington on October 31, 2000. Respondent is on active status with the Washington State Bar Association. Respondent currently practices law as an associate attorney at Bonin Law.

4. ODC records reflect that Michael Schluetz filed a grievance against Respondent on April 9, 2021. The grievance expressed concerns that Respondent was using Schluetz's client funds for Respondent's own personal use without Schluetz's permission. Respondent submitted a response to the grievance on June 11, 2021. Exhibit C.

5. On or about January 3, 2019, Schluetz hired Respondent to represent him in a dissolution matter. Respondent was a solo practitioner at the time; Bonin Law did not take on Schluetz as a client after hiring Respondent. Respondent and Schluetz agreed that Respondent's fees and costs would be paid out of Schluetz's share of the proceeds from the pending sale of the marital residence.

6. In April 2019, Schluetz began serving an 89-month prison sentence for an unrelated criminal matter. Schluetz remains incarcerated.

7. In June 2019, the court in the dissolution matter ordered the proceeds from the sale of the marital residence to be deposited into the trust account of David B. Gates, counsel for Schluetz's spouse.

8. In October 2019, after the marital residence was sold, Gates's firm issued a check for \$67,666.34 made out to Schluetz. Exhibits D-E. The check represented Schluetz's share of the home sale proceeds. Id. Gates's firm provided the check to Respondent to disburse to Schluetz.

9. Respondent never deposited the funds in a trust account. Instead, Respondent attempted to open a bank account in Schluetz's name to deposit the funds with an executed power of attorney, but Respondent was unable to do so. Respondent then requested Gates's firm to re-issue the check for \$67,666.34 in Respondent's own name. Exhibit F.

10. On February 7, 2020, Gates's firm voided the \$67,666.34 check made out to Schluetz and re-issued the check made out to Respondent as Schluetz's lawyer. Exhibit D, F, and G.

11. On that same date, Respondent deposited the re-issued check into Respondent's personal checking account. Exhibit H. Respondent took \$2,000 in cash at the time of the deposit, so the amount deposited into Respondent's checking account was \$65,666.34. Id.

12. Between February 24, 2020 and February 12, 2021, Respondent withdrew over \$60,000 of Schluetz's funds for Respondent's own use and without Schluetz's authorization. Exhibit I. Most of the withdrawals were cash withdrawals at multiple casinos. Exhibits I-J. After spending all of Schluetz's funds in the account, Respondent closed the account in February 2021. Exhibit I.

13. Respondent claimed to ODC that Respondent has savings in cash totaling approximately \$70,000 being held by a

third party at an undisclosed location that Respondent has designated as Schluetz's funds. Exhibits C and P.

14. On October 18, 2021, ODC served a subpoena duces tecum on Respondent, commanding that Respondent provide, *inter alia*, the name and contact information of the third party allegedly holding Schluetz's funds in cash.

15. Respondent first told ODC that the cash was located at the home of Respondent's mother, Sally Warren. Exhibit K. However, Respondent's mother told an ODC investigator that she never knew Respondent kept cash at her home and never saw the cash. Exhibit B ¶ 5.

16. Respondent then told ODC that Respondent had moved the cash from his mother's home to the home of JME, a friend and former client of Respondent. Exhibits B (¶ 6) and M. However, JME told an ODC investigator that Respondent never placed cash in JME's home and that JME never held any money for Respondent. Exhibit B ¶ 9.

17. At a Zoom meeting on December 10, 2021, ODC requested Respondent to bring the cash to a Zoom meeting scheduled for December 14, 2021 so that Respondent could show the cash to ODC. Exhibit B ¶ 6. Respondent agreed to do this, but did not appear for the December 14, 2021 Zoom meeting. Exhibits B (¶¶ 6, 8) and L.

18. On December 14, 2021, Respondent later told ODC that Respondent had not attended the Zoom meeting because he was attempting to open an individual trust account at Key Bank in Shelton, Washington to deposit the alleged cash and that Respondent would provide evidence of the cash deposited into the account. Exhibit L.

19. On December 17, 2021, ODC requested Respondent to provide evidence that the alleged cash had been deposited into an individual trust account. Respondent told ODC that the account had not yet been opened and that it would be a “couple more days.” Exhibit N.

20. To date, Respondent has not provided any evidence that the alleged cash exists.

21. In letters submitted to a Review Committee of the Disciplinary Board on January 20 2022, ODC recommended that the matter be ordered to hearing and requested a recommendation of interim suspension. Exhibit O.

22. On February 23, 2022, the Review Committee unanimously ordered the matter to a public hearing, found that Respondent's continued practice of law poses a substantial threat of serious harm to the public, and recommended that Respondent be suspended during the pendency of the disciplinary proceedings. Exhibit A.

This document contains 923 words, excluding the parts of the document exempted from the word count by RAP 18.17.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

03/14/2022 Seattle, WA
Date & Place



Henry Cruz, Bar No. 38799
Disciplinary Counsel

IN THE SUPREME COURT OF THE STATE OF
WASHINGTON

In re

Henry A. Warren,

Lawyer (Bar No. 30360).

Supreme Court No. _____

ODC'S PETITION FOR
INTERIM SUSPENSION
(ELC 7.2(a)(1))

Under Rule 7.2(a)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association petitions this Court for an Order of Interim Suspension of Respondent lawyer Henry A. Warren pending the outcome of disciplinary proceedings.

I. BASIS FOR PETITION

At any time when it appears that the continued practice of law by a respondent lawyer during the pendency of

disciplinary proceedings will result in a substantial threat of serious harm to the public, ODC, on a recommendation of a Review Committee, may petition this Court for an order suspending the lawyer during the pendency of the proceedings. ELC 7.2(a)(1).

On February 23, 2022, a Review Committee of the Disciplinary Board found that Respondent's continued practice of law poses a substantial threat of serious harm to the public, and unanimously entered an order recommending that Respondent be suspended from the practice of law on an interim basis. A copy of the order is attached as Exhibit A. This Petition also is based on the Declaration of Disciplinary Counsel (DC Decl.) and Declaration of Celeste Fujii, filed herewith.

Respondent's continued practice of law poses a substantial threat of serious harm to the public because Respondent stole over \$60,000 of client funds over a 12-month period and lied to ODC about it. The Court should enter an

order suspending Respondent's license to practice law pending the outcome of the disciplinary proceedings.

II. SUMMARY

Respondent represented Michael Schluetz in a dissolution matter. In April 2021, Schluetz submitted a grievance against Respondent expressing concerns that Respondent was using Schluetz's client funds for Respondent's own personal use without Schluetz's permission. DC Decl. ¶ 4. ODC's investigation of the grievance revealed that Respondent stole over \$60,000 of Schluetz's client funds for Respondent's own use. Exhibit Y to DC Decl. Although Respondent claims Respondent is holding Schluetz's funds in cash, Respondent has provided no evidence of the existence of such cash despite multiple assurances to ODC that Respondent would do so. DC Decl. ¶¶ 17-20. Moreover, Respondent lied to ODC regarding the location of the alleged cash. See Exhibit B to DC Decl.

III. BACKGROUND

Respondent was admitted to practice law in Washington on October 31, 2000, and is on active status with the Washington State Bar Association. DC Decl. ¶ 3.

On or about January 3, 2019, Respondent agreed to represent Schluetz in a dissolution matter. DC Decl. ¶ 5. Respondent and Schluetz agreed that Respondent's fees and costs would be paid out of Schluetz's share of the proceeds from the pending sale of the marital residence. Id. In April 2019, Schluetz began serving an 89-month prison sentence for an unrelated criminal matter. DC Decl. ¶ 6. Schluetz remains incarcerated. Id.

The proceeds from the sale of the marital residence were deposited into the trust account of David B. Gates, counsel for Schluetz's spouse. DC Decl. ¶ 7. In October 2019, Gates's firm issued a check for \$67,666.34 made out to Schluetz, representing Schluetz's share of the home sale proceeds. DC Decl. ¶ 8; Exhibits D-E to DC Decl. Gates's firm provided the

check to Respondent to disburse to Schluetz. DC Decl. ¶ 8. Instead of depositing the client funds into a trust account, Respondent attempted to open a bank account in Schluetz's name to deposit the funds. DC Decl. ¶ 9. Unable to do so, Respondent then requested Gates's firm to reissue the check in Respondent's own name. DC Decl. ¶ 9. Gates's firm voided the \$67,666.34 check made out to Schluetz and re-issued the check made out to Respondent as Schluetz's lawyer. DC Decl. ¶ 10; Exhibits D, F, and G to DC Decl.

In February 2020, Respondent deposited the re-issued check into Respondent's personal checking account.¹ DC Decl. ¶ 11; Exhibit H to DC Decl. Over the next year, Respondent withdrew over \$60,000 of Schluetz's funds for Respondent's own use and without Schluetz's authorization, mostly cash withdrawals at multiple casinos. DC Decl. ¶ 12; Exhibits I-J to DC Decl. After using all of Schluetz's funds in the account,

¹ Respondent took \$2,000 in cash at the time of the deposit, so the amount deposited into Respondent's checking account was \$65,666.34. Exhibit H to DC Decl.

Respondent closed the account in February 2021. DC Decl. ¶ 12; Exhibit I to DC Decl.

Respondent claims that Respondent is holding Schluetz's funds in cash. DC Decl. ¶ 13; Exhibits C and P to DC Decl. Respondent alleges having savings in cash totaling approximately \$70,000 held by a third party at an undisclosed location that Respondent has designated as Schluetz's funds. DC Decl. ¶ 13; Exhibit C to DC Decl.

In October 2021, ODC served a subpoena duces tecum on Respondent, commanding that Respondent provide, *inter alia*, the name and contact information of the third party allegedly holding Schluetz's funds in cash. DC Decl. ¶ 14. At first, Respondent claimed that the cash was located at the home of Respondent's mother, Sally Warren. DC Decl. ¶ 15; Exhibit K to DC Decl. However, Respondent's mother told an ODC investigator that she never knew Respondent kept cash at her home and never saw the cash. Exhibit B (¶ 5) to DC Decl. Respondent then told ODC that Respondent had moved the

cash to the home of JME,² a friend and former client of Respondent. DC Decl. ¶ 16; Exhibits B (¶ 6) and M to DC Decl. However, JME told an ODC investigator that Respondent never placed cash in JME's home and that JME never held any money for Respondent. DC Decl. ¶ 16; Exhibit B (¶ 9) to DC Decl. It appears Respondent lied to ODC during the grievance investigation.

In mid-December 2021, ODC requested Respondent to bring the cash to a Zoom meeting to confirm the existence of the cash, which Respondent agreed to do. DC Decl. ¶ 17; Exhibit B (¶ 6) to DC Decl. Respondent failed to appear for the Zoom meeting. DC Decl. ¶ 17; Exhibit L to DC Decl. Instead, Respondent told ODC that Respondent was attempting to open an individual trust account at Key Bank in Shelton, Washington to deposit the alleged cash and that Respondent would provide evidence of the cash deposited into the account. DC Decl. ¶ 18; Exhibit L to DC Decl.

² Initials are used to protect confidential client information.

On December 17, 2021, ODC requested Respondent to provide evidence that the alleged cash had been deposited into an individual trust account. DC Decl. ¶ 19. Respondent told ODC that Respondent would need a “couple more days” to open the account. Id.; Exhibit N to DC Decl. To date, after multiple requests from ODC, Respondent has not provided any evidence that the alleged cash exists. DC Decl. ¶ 20.

In January 2022, ODC presented these facts of alleged misconduct to a Review Committee of the Disciplinary Board, recommending that the matter be ordered to hearing and requesting a recommendation of interim suspension. DC Decl. ¶ 21; Exhibit O to DC Decl. On February 23, 2022, the Review Committee unanimously ordered the matter to a public hearing. DC Decl. ¶ 22; Exhibit A to DC Decl. The Review Committee further found that Respondent’s continued practice of law poses a substantial threat of serious harm to the public and recommended that Respondent be suspended during the pendency of disciplinary proceedings. Id.

Currently, Respondent is practicing law as an associate attorney at Bonin Law. DC Decl. ¶ 3. Respondent was representing Schluetz as a solo practitioner prior to being hired by Bonin Law. DC Decl. ¶ 5. Schluetz did not become a client of Bonin Law after Respondent was hired as an associate. Id.

IV. DISCUSSION

Based on the matter that is currently pending in the disciplinary system, it will be many months before the Court makes a final determination on Respondent's license to practice law. In the meantime, Respondent continues to practice law as an associate with a firm, where Respondent's continued practice poses a substantial threat of serious harm to the public. Respondent's dishonest and deceitful conduct in stealing over \$60,000 of client funds to support what appears to be a gambling habit and lying to ODC about it seriously calls into question Respondent's character and fitness to practice law and puts the public at risk.

As it stands, anyone seeking legal representation from Respondent would see no restrictions on Respondent's license to practice law, nor would they see that Respondent is facing disciplinary proceedings related to theft of client funds and lying to the disciplinary authorities. Without intervention by this Court, Respondent will continue to practice without restriction. An interim suspension is the only means to protect the public while the disciplinary proceeding is pending.

V. CONCLUSION

Respondent's continued practice of law poses a substantial threat of serious harm to the public. Accordingly, ODC requests that this Court issue an order to show cause under ELC 7.2(b)(2) requiring Respondent to appear before this Court on such date as the Chief Justice may set, and to show cause why this petition for immediate interim suspension should not be granted.

This document contains 1,511 words, excluding the parts of the document exempted from the word count by RAP 18.17.

DATED THIS 14th day of March, 2022.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL



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IN THE SUPREME COURT OF THE STATE OF
WASHINGTON

In re

Henry A. Warren,
Lawyer (Bar No. 30360).

Supreme Court No. 202,054-2

DECLARATION OF MAIL
SERVICE

The undersigned Disciplinary Counsel of the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association declares that they caused a copy of ODC's Petition for Interim Suspension and Declaration of Disciplinary Counsel to be emailed to henryawarren@live.com (via the Supreme Court portal) and mailed by regular first class mail with postage prepaid on March 14, 2022, to:


Henry A. Warren

PO Box 783
Shelton, WA 98584-0783

I declare under penalty of perjury under the laws of the
State of Washington that the foregoing declaration is true and
correct.

This document contains 90 words, excluding the
parts of the document exempted from the word
count by RAP 18.17.

Seattle, WA 03/14/2022
Date and Place



Henry Cruz,
Bar No. 38799
Disciplinary Counsel
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 239-2123

March 14, 2022 - 1:30 PM

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